

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 187	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER ED-IES-14-R-0046		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
						6. REQUISITION/PURCHASE NUMBER EDOIES-14-000265 EDOIES-14-000265	
7. ISSUED BY Contracts & Acquisitions Mgt., Group D US Dept of Education, 550 12th St SW - 7th Floor Washington DC 20202-4230		CODE CPOD		8. ADDRESS OFFER TO (If other than Item 7) Contracts & Acquisitions Mgt., Group D US Dept of Education, 550 12th St SW - 7th Floor Washington DC USA			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							

SOLICITATION							
9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in U.S. Department of Education Contracts and Acquisitions Management until 12:00 PM ET local time OCT 27, 2014 Attn: Barakat Shakir, Contract Specialist Telephone. 202-245-6822 (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							

10. FOR INFORMATION CALL		A. NAME Barakat Shakir	B. TELEPHONE (NO COLLECT CALLS) 202-245-6822	C. E-MAIL ADDRESS barakat.shakir@ed.gov
--------------------------	--	---------------------------	---	--

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGES(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1 - 1	X	I	CONTRACT CLAUSES	38 - 50
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	14 - 14	X	J	LIST OF ATTACHMENTS	51 - 141
X	D	PACKAGING AND MARKING	15 - 15	PART IV - PRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	16 - 16	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	142 - 158
X	F	DELIVERIES OR PERFORMANCE	17 - 17	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	159 - 181
X	G	CONTRACT ADMINISTRATION DATA	18 - 19	X	M	EVALUATION FACTORS FOR AWARD	182 - 187
X	H	SPECIAL CONTRACT REQUIREMENTS	20 - 37				

OFFER							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
			DUNS:		
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 23004(c) () <input type="checkbox"/> 41 U.S.C 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY		CODE		25. PAYMENT WILL BE MADE BY	
				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Evaluation of Investing in Innovation-FY 2014 - FY 2016 Cohorts Base Period: Firm Fixed Price Period of Performance: December 19, 2014 - February 5, 2016	1.00	SE		
0002	Base Period: Cost-Reimbursement Value Period of Performance: December 19, 2014 - February 5, 2016	0.00	SE		
0003	Option Period 1: Firm-Fixed Price Period of Performance: December 19, 2015 - February 5, 2017	0.00	SE		
0004	Option Period 1: Cost-Reimbursement Value Period of Performance: December 19, 2015 - February 5, 2017	0.00	SE		
0005	Option Period 2: Firm-Fixed Price Period of Performance: December 18, 2016 - February 3, 2018	0.00	SE		
0006	Option Period 2: Cost-Reimbursement Value Period of Performance: December 18, 2016 - February 3, 2018	0.00	SE		
0007	Option Period 3: Firm-Fixed Price Period of Performance: December 16, 2017 - February 2, 2019	0.00	SE		
0008	Option Period 3: Cost-Reimbursement Value Period of Performance: December 16, 2017 - February 2, 2019	0.00	SE		
0009	Option Period 4: Firm-Fixed Price Period of Performance: December 15, 2018 - February 1, 2020	0.00	SE		
0010	Option Period 4: Cost-Reimbursement Value Period of Performance: December 15, 2018 - February 1, 2020	0.00	SE		
0011	Option Period 5: Firm-Fixed Price Period of Performance: December 14, 2019 - January 31, 2021	0.00	SE		
0012	Option Period 5: Cost-Reimbursement Value Period of Performance: December 14, 2019 - January 31, 2021	0.00	SE		
0013	Option Period 6: Firm-Fixed Price (FY 2015 Cohort) Period of Performance: December 19, 2015 - February 5, 2017	0.00	SE		

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Option Period 6: Cost-Reimbursement Value (FY 2015 Cohort) Period of Performance: December 19, 2015 - February 5, 2017	0.00	SE		
0015	Option Period 7: Firm-Fixed Price Period of Performance: December 19, 2016 - February 5, 2018	0.00	SE		
0016	Option Period 7: Cost-Reimbursement Value Period of Performance: December 19, 2016 - February 5, 2018	0.00	SE		
0017	Option Period 8: Firm-Fixed Price Period of Performance: December 18, 2017 - February 3, 2019	0.00	SE		
0018	Option Period 8: Cost-Reimbursement Value Period of Performance: December 18, 2017 - February 3, 2019	0.00	SE		
0019	Option Period 9: Firm-Fixed Price Period of Performance: December 16, 2018 - February 2, 2020	0.00	SE		
0020	Option Period 9: Cost-Reimbursement Value Period of Performance: December 16, 2018 - February 2, 2020	0.00	SE		
0021	Option Period 10: Firm-Fixed Price Period of Performance: December 15, 2019 - February 1, 2021	0.00	SE		
0022	Option Period 10: Cost-Reimbursement Value Period of Performance: December 15, 2019 - February 1, 2021	0.00	SE		
0023	Option Period 11: Firm-Fixed Price Period of Performance: December 14, 2020 - January 31, 2022	0.00	SE		
0024	Option Period 11: Cost-Reimbursement Value Period of Performance: December 14, 2020 - January 31, 2022	0.00	SE		
0025	Option Period 12: Firm-Fixed Price (FY 2016 Cohort) Period of Performance: December 19, 2016 - February 5, 2018	0.00	SE		
0026	Option Period 12: Cost-Reimbursement Value (FY 2016 Cohort) Period of Performance: December 19, 2016 - February 5, 2018	0.00	SE		

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	Option Period 13: Firm-Fixed Price Period of Performance: December 19, 2017 - February 5, 2019	0.00	SE		
0028	Option Period 13: Cost-Reimbursement Value Period of Performance: December 19, 2017 - February 5, 2019	0.00	SE		
0029	Option Period 14: Firm-Fixed Price Period of Performance: December 18, 2018 - February 3, 2020	0.00	SE		
0030	Option Period 14: Cost-Reimbursement Value Period of Performance: December 18, 2018 - February 3, 2020	0.00	SE		
0031	Option Period 15: Firm-Fixed Price Period of Performance: December 16, 2019 - February 2, 2021	0.00	SE		
0032	Option Period 15: Cost-Reimbursement Value Period of Performance: December 16, 2019 - February 2, 2021	0.00	SE		
0033	Option Period 16: Firm-Fixed Price Period of Performance: December 15, 2020 - February 1, 2022	0.00	SE		
0034	Option Period 16: Cost-Reimbursement Value Period of Performance: December 15, 2020 - February 1, 2022	0.00	SE		
0035	Option Period 17: Firm-Fixed Price Period of Performance: December 14, 2021 - January 31, 2023	0.00	SE		
0036	Option Period 17: Cost-Reimbursement Value Period of Performance: December 14, 2021 - January 31, 2023	0.00	SE		

Table of Contents

SECTION B	SUPPLIES OR SERVICES AND PRICES/COSTS.....	2
B. 1	301-3 ESTIMATED COST AND FIXED FEE (APRIL 1984).....	10
B. 2	301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I) (AUGUST 1985).....	10
B. 3	Total Contract Value.....	10
SECTION C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....	14
C. 1	302-2 SCOPE OF WORK (FEBRUARY 1985).....	14
SECTION D	PACKAGING AND MARKING.....	15
D. 1	303-1 SHIPMENT AND MARKING (MARCH 1986).....	15
SECTION E	INSPECTION AND ACCEPTANCE.....	16
E. 1	52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996).....	16
E. 2	52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984).....	16
E. 3	304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985).....	16
SECTION F	DELIVERIES OR PERFORMANCE.....	17
F. 1	52.242-15 STOP-WORK ORDER (AUG 1989).....	17
F. 2	52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984).....	17
F. 3	305-2 REPORT OF CONSULTANTS (MARCH 1986).....	17
F. 4	305-4 PERIOD OF PERFORMANCE (MARCH 1986).....	17
F. 5	305-6 DELIVERABLES (MARCH 1986).....	17
SECTION G	CONTRACT ADMINISTRATION DATA.....	18
G. 1	3452.201-70 CONTRACTING OFFICER`s REPRESENTATIVE (COR) (MAY 2011).....	18
G. 2	306-1b Invoice and Contract Financing Requests Submission - IPP (December 2013).....	18
G. 3	306-8 CONTRACT ADMINISTRATOR (FEB 1985).....	19
G. 4	306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993).....	19
SECTION H	SPECIAL CONTRACT REQUIREMENTS.....	20
H. 1	3452.216-70 ADDITIONAL COST PRINCIPLES (MAY 2011).....	20
H. 2	52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2012).....	20
H. 3	3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011).....	21
H. 4	3452.208-71 PRINTING (MAY 2011).....	21
H. 5	3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011).....	22
H. 6	3452.209-71 CONFLICT OF INTEREST (MAY 2011).....	22
H. 7	3452.215-70 RELEASE OF RESTRICTED DATA (MAY 2011).....	23
H. 8	3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011).....	24
H. 9	3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011).....	24
H. 10	3452.227-70 PUBLICATION AND PUBLICITY (MAY 2011).....	26
H. 11	3452.227-71 ADVERTISING OF AWARDS (MAY 2011).....	26
H. 12	3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011).....	26
H. 13	3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2011).....	28
H. 14	3452.228-70 REQUIRED INSURANCE (MAY 2011).....	28
H. 15	3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011).....	28
H. 16	3452.237-70 SERVICES OF CONSULTANTS (MAY 2011).....	29
H. 17	3452.237-71 OBSERVANCE OF ADMINISTRATIVE CLOSURES (MAY 2011).....	29
H. 18	Addendum to Clause 3452.237-71.....	29
H. 19	3452.242-70 LITIGATION AND CLAIMS (MAY 2011).....	30

Table of Contents

H. 20	3452.242-71	NOTICE TO THE GOVERNMENT OF DELAYS (MAY 2011).....	31
H. 21	3452.242-73	ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011).....	31
H. 22	3452.243-70	KEY PERSONNEL (MAY 2011).....	31
H. 23	3452.247-70	FOREIGN TRAVEL (MAY 2011).....	32
H. 24	31.205.70	FOOD COSTS.....	32
H. 25	31.205.71	TRAVEL COSTS.....	32
H. 26	301-20	PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995)....	32
H. 27	306-10	GOVERNMENT-FURNISHED DATA (APRIL 1984).....	33
H. 28	307-3	DUAL COMPENSATION (MARCH 1985).....	33
H. 29	307-5	PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985).....	33
H. 30	307-12	CONSENT TO SUBCONTRACT (AUGUST 1998).....	33
H. 31	307-13	DEPARTMENT SECURITY REQUIREMENTS (JUNE 2006).....	34
H. 32	307-15	WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006).....	35
H. 33	307-19	REDACTED PROPOSALS (DECEMBER 1998).....	35
H. 34	307-24	CONSULTANT SERVICES AND CONSENT (APRIL 1986).....	35
H. 35	313.237-72	CLEARANCE OF CONFERENCES/MEETINGS (DECEMBER 2012).....	35
H. 36	316-1	ACCESSIBILITY OF SOFTWARE (OCTOBER 1999).....	36
SECTION I CONTRACT CLAUSES.....			38
I. 1	52.202-1	DEFINITIONS (NOV 2013).....	38
I. 2	52.203-3	GRATUITIES (APR 1984).....	38
I. 3	52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014).....	38
I. 4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006).....	38
I. 5	52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014).....	38
I. 6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014).....	38
I. 7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014).....	38
I. 8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)....	38
I. 9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010).....	38
I. 10	52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007).....	38
I. 11	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014).....	38
I. 12	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)...	38
I. 13	52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013).....	38
I. 14	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)39	
I. 15	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013).....	39
I. 16	52.209-6	PROTECTING THE GOVERNMENT` INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013).....	39
I. 17	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013).....	39
I. 18	52.210-1	MARKET RESEARCH (APR 2011).....	39
I. 19	52.215-2	AUDIT AND RECORDS--NEGOTIATION (OCT 2010).....	39
I. 20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997).....	39
I. 21	52.216-7	ALLOWABLE COST AND PAYMENT (JULY 2013).....	39
I. 22	52.216-8	FIXED FEE (JUN 2011).....	39
I. 23	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011).....	39
I. 24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014).....	39
I. 25	52.219-9 II	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)--ALTERNATE II (OCT 2001).....	39

Table of Contents

I. 26	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999).....	39
I. 27	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013).....	39
I. 28	52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990).....	40
I. 29	52.222-3	CONVICT LABOR (JUN 2003).....	40
I. 30	52.222-17	{52.222-17} NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014).....	40
I. 31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).....	40
I. 32	52.222-26	EQUAL OPPORTUNITY (MAR 2007).....	40
I. 33	52.222-35	EQUAL OPPORTUNITY FOR VETERANS. [SEP 2010].....	40
I. 34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010.....	40
I. 35	52.222-37	EMPLOYMENT REPORTS VETERANS (SEP 2010).....	40
I. 36	52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009).....	40
I. 37	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2012).....	40
I. 38	52.223-6	DRUG-FREE WORKPLACE (MAY 2001).....	40
I. 39	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)40	
I. 40	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984).....	41
I. 41	52.224-2	PRIVACY ACT (APR 1984).....	41
I. 42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008).....	41
I. 43	52.227-14	RIGHTS IN DATA--GENERAL (MAY 2014).....	41
I. 44	52.227-17	RIGHTS IN DATA--SPECIAL WORKS (DEC 2007).....	41
I. 45	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996).....	41
I. 46	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013).....	41
I. 47	52.230-2	COST ACCOUNTING STANDARDS (MAY 2014).....	41
I. 48	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2014).....	41
I. 49	52.232-1	PAYMENTS (APR 1984).....	41
I. 50	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002).....	41
I. 51	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984).....	41
I. 52	52.232-11	EXTRAS (APR 1984).....	41
I. 53	52.232-17	INTEREST (MAY 2014).....	41
I. 54	52.232-18	AVAILABILITY OF FUNDS (APR 1984).....	42
I. 55	52.232-22	LIMITATION OF FUNDS (APR 1984).....	42
I. 56	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014).....	42
I. 57	52.232-25	PROMPT PAYMENT (JUL 2013).....	42
I. 58	52.233-1 I	DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991).....	42
I. 59	52.233-3	PROTEST AFTER AWARD (AUG 1996).....	42
I. 60	52.233-3 I	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985).....	42
I. 61	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).....	42
I. 62	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984).....	42
I. 63	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997).....	42
I. 64	52.242-13	BANKRUPTCY (JUL 1995).....	42
I. 65	52.243-1 I	CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984).....	42
I. 66	52.243-2 I	CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984).....	42
I. 67	52.244-2 I	SUBCONTRACTS (OCT 2010)--ALTERNATE I (JUN 2007).....	43
I. 68	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2014).....	43
I. 69	52.246-23	LIMITATION OF LIABILITY (FEB 1997).....	43
I. 70	52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997).....	43
I. 71	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012).....	43
I. 72	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004).....	43
I. 73	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984).....	43
I. 74	52.249-14	EXCUSABLE DELAYS (APR 1984).....	43
I. 75	52.253-1	COMPUTER GENERATED FORMS (JAN 1991).....	43

Table of Contents

I. 76	3452.208-72	PAPERWORK REDUCTION ACT (MAY 2011).....	43
I. 77	3452.232-70	LIMITATION OF COST OR FUNDS (MAY 2011).....	43
I. 78	3452.242-70	LITIGATION AND CLAIMS (MAY 2011).....	43
I. 79	3452.242-73	ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011).....	43
I. 80	52.217-8	OPTION TO EXTEND SERVICES (NOV 1999).....	43
I. 81	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	44
I. 82	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (JUL 2013).....	44
I. 83	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010).....	45
I. 84	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)...	46
I. 85	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013).....	47
I. 86	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)....	47
I. 87	52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014).....	47
I. 88	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996).....	48
I. 89	52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	48
I. 90	3452.224-72	RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011).....	48
SECTION J LIST OF ATTACHMENTS.....			51
J. 1	309-1a	LIST OF ATTACHMENTS (APRIL 1984).....	51
SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.....			142
K. 1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007).....	142
K. 2	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999).....	142
K. 3	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014).....	142
K. 4	52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010).....	145
K. 5	52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013).....	146
K. 6	52.215-6	PLACE OF PERFORMANCE (OCT 1997).....	146
K. 7	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012).....	147
K. 8	52.219-22	SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999).....	149
K. 9	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).....	149
K. 10	52.222-25	AFFIRMATIVE ACTION COMPLIANCE (APR 1984).....	149
K. 11	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010).....	150
K. 12	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009).....	150
K. 13	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (DEC 2012).....	150
K. 14	52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012).....	151
K. 15	52.230-7	PROPOSAL DISCLOSURE -- COST ACCOUNTING PRACTICE CHANGES (APR 2005).....	152
K. 16	3452.209-70	CONFLICT OF INTEREST CERTIFICATION (MAY 2011).....	153
K. 17	3452.227-72	USE AND NON-DISCLOSURE AGREEMENT (MAY 2011).....	154
K. 18	310-6	DUPLICATION OF COST (MARCH 1985).....	155
K. 19	310-9	APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985).....	156
K. 20	310-10	GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984).....	156
K. 21	310-16	POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985).....	158
SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....			159

Table of Contents

L. 1	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009).....	159
L. 2	52.215-1 I	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997).....	159
L. 3	52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003).....	161
L. 4	52.215-20 IV	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)--ALTERNATE IV (OCT 2010).....	161
L. 5	52.216-1	TYPE OF CONTRACT (APR 1984).....	161
L. 6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999).....	162
L. 7	52.233-2	SERVICE OF PROTEST (SEP 2006).....	162
L. 8	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	162
L. 9	307-1	ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986).....	162
L. 10	311-4a	BUSINESS PROPOSAL INSTRUCTIONS (AUG 2007).....	163
L. 11	311-5	FORMS CLEARANCE PROCESS (MARCH 1986).....	164
L. 12	311-6	CLARIFICATION QUESTIONS (APRIL 1998).....	164
L. 13	311-7	PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986).....	165
L. 14	311-9	COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998).....	165
L. 15	314-1	PAST PERFORMANCE REPORT (MAR 1996).....	165
L. 16	3452.239-71	SECURITY REQUIREMENTS (MAY 2011).....	167
L. 17		Instructions to Offerors.....	171
SECTION M		EVALUATION FACTORS FOR AWARD.....	182
M. 1	52.217-5	EVALUATION OF OPTIONS (JUL 1990).....	182
M. 2	312-7	EVALUATION FACTORS FOR AWARD (MAY 2004).....	182
M. 3		Technical Evaluation Criteria.....	183

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 301-3 ESTIMATED COST AND FIXED FEE (APRIL 1984)

The estimated cost of this contract is TBD . The fixed fee (if any) is TBD . The total estimated cost and fixed fee is TBD .

B. 2 301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I) (AUGUST 1985)

The total fixed price of this contract is TBD .

Payment of that amount shall be made in accordance with the incorporated General Provision entitled "Payments" or "Payments under Fixed-Price Research and Development Contracts," whichever is applicable, and with any other supplementary payment scheme which may be otherwise negotiated and specified.

B. 3 Total Contract Value

It is estimated that the total value to the Government for full performance of this contract is to be determined (TBD).

- A. The total value of the Base Period is \$TBD.
 - a. The total Fixed-Price value of the Base Period is \$TBD.
 - b. The total Cost-Reimbursement value of the Base Period is \$TBD.
- B. The total value of Option Period 1 contract is estimated to be \$TBD.
 - a. The total Fixed-Price value of Option Period 1 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 1 is \$TBD.
- C. The total value of Option Period 2 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 2 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 2 is \$TBD.
- D. The total value of Option Period 3 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 3 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 3 is \$TBD.
- E. The total value of Option Period 4 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 4 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 4 is \$TBD.
- F. The total value of Option Period 5 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 5 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 5 is \$TBD.
- G. The total value of Option Period 6 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 6 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 6 is \$TBD.
- H. The total value of Option Period 7 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 7 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 7 is \$TBD.

- I. The total value of Option Period 8 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 8 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 8 is \$TBD.
- J. The total value of Option Period 9 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 9 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 9 is \$TBD.
- K. The total value of Option Period 10 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 10 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 10 is \$TBD.
- L. The total value of Option Period 11 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 11 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 11 is \$TBD.
- M. The total value of Option Period 12 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 12 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 12 is \$TBD.
- N. The total value of Option Period 13 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 13 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 13 is \$TBD.
- O. The total value of Option Period 14 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 14 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 14 is \$TBD.
- P. The total value of Option Period 15 is estimated to be \$TBD.
 - a. The total Fixed-Price value of the Option Period 15 is \$TBD.
 - b. The total Cost-Reimbursement value of Option Period 15 is \$TBD.

Q. The total value of Option Period 16 is estimated to be \$TBD.

- a. The total Fixed-Price value of the Option Period 16 is \$TBD.
- b. The total Cost-Reimbursement value of Option Period 16 is \$TBD.

R. The total value of Option Period 17 is estimated to be \$TBD.

- a. The total Fixed-Price value of the Option Period 17 is \$TBD.
- b. The total Cost-Reimbursement value of Option Period 17 is \$TBD.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1 302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, Attachment A . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

SECTION D
PACKAGING AND MARKING

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Ship deliverable items to:

(The name of the Contracting Officer's Representative to be inserted at time of award)

(c) Mark deliverables for: (The name of the Contracting Officer's Representative to be inserted at time of award)

SECTION E
INSPECTION AND ACCEPTANCE

E. 1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(Reference 52.246-4)

E. 2 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

E. 3 304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer.

SECTION F
DELIVERIES OR PERFORMANCE

F. 1 52.242-15 STOP-WORK ORDER (AUG 1989)

(Reference 52.242-15)

F. 2 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(Reference 52.242-15 I)

F. 3 305-2 REPORT OF CONSULTANTS (MARCH 1986)

The contractor must maintain a written report for the files on the results of all consultations charged to this contract. This report must include, at a minimum: (1) the consultant's name, dates, hours and amount charged to the contract, (2) the names of the contractor or subcontractor staff to whom the services are provided, and (3) the results of the subject matter of the consultations.

F. 4 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from TBD to TBD , inclusive of all specified deliveries and/or task work.

F. 5 305-6 DELIVERABLES (MARCH 1986)

All deliverables shall be submitted in accordance with the kinds, quantities and dates indicated in the attached Statement of Work.

SECTION G CONTRACT ADMINISTRATION DATA

G. 1 3452.201-70 CONTRACTING OFFICER`s REPRESENTATIVE (COR) (MAY 2011)

(a) The Contracting Officer`s Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.

(c) The COR`s name and contact information: (To be inserted at time of award)

(d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

(End of Clause)

G. 2 306-1b Invoice and Contract Financing Requests Submission - IPP (December 2013)

(a) Payments shall be rendered in accordance with the identified payment schedule(s), and any other incorporated payment clause(s), specified rates, and/or fixed price amounts.

(b) The contractor shall submit invoices electronically by means of the web-based system, Invoice Processing Platform (IPP) that can be accessed at: <http://www.ipp.gov/>. All submitted invoices must be accompanied by supporting documentation in accordance with the contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), and Microsoft Outlook message (msg).

(c) Invoice Number Format - The format for the invoice shall be the contract number followed by the invoice number. The invoice number shall have no spaces, dashes, or other special characters. The invoice number cannot exceed 21 characters. Examples of acceptable invoice number formats are as follows:

Example 1, Definitive Contract:

Contract Number: ED-ABC-13-C-1234

Contractor's Invoice No.: 15897126341

IPP Invoice No.: EDABC13C1234158971263 (Note that the "-" characters were removed due to the requirement of not having special characters and the last two digits ["41"] from the contractor's invoice number were removed due to the 21 character limitation)

Example 2, Task/Delivery Order Contract:

Contract Number: ED-CDE-13-A-4567/0001

Contractor's Invoice No.: 158971263

IPP Invoice No.: EDCDE13A4567000115897 (Note that the "/" and "-" characters were removed due to the requirement of not having special characters and the last four digits ["1263"] from the contractor's invoice number were removed due to the 21 character limitation)

(d) If the Contractor has not already established an IPP account that is active, an IPP account will be automatically created on behalf of the Contractor. The automatically created IPP account will be issued to the Designated Primary Administrator, which will be the individual that has been identified in the "Accounts Receivable POC" Section of the Contractor's System for Award Management (SAM) registration located at <https://www.sam.gov/portal/public/SAM/>.

(e) Within ten (10) business days of the Contractor entering or updating the Accounts Receivable POC information within the Contractor's SAM registration, the Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Designated Primary Administrator's IPP username. Within 24 hours of receiving the initial email, the Designated Primary Administrator will receive a second email containing their IPP password. Once both emails have been received, the Designated Primary Administrator must log into IPP and complete the registration process.

(f) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.

(g) The Contractor must ensure that the "Accounts Receivable POC" Section of its SAM registration is accurate and up to date.

(h) In the event that an invoice is rejected, the contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to IPP Customer Support Team, as identified at <http://www.ipp.gov/>

G. 3 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration.

TO BE FILLED IN AT TIME OF AWARD

G. 4 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e).

(b) The provisional overhead rate(s) applicable to this contract:

TO BE FILLED IN AT TIME OF AWARD

SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1 3452.216-70 ADDITIONAL COST PRINCIPLES (MAY 2011)

(Reference 3452.216-70)

H. 2 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2012)

(a) Definitions. As used in this clause--

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

H. 3 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011)

(a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.

(b) The EDAR is available via the Internet at www.ed.gov/policy/fund/reg/clibrary/edar.html.

(End of Clause)

H. 4 3452.208-71 PRINTING (MAY 2011)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding

Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the duplication of fewer than 5,000 units of any one page, or fewer than 25,000 units in the aggregate of multiple pages, shall not be deemed to be printing. A unit is defined as one side of one sheet, one color only (with black counting as a color), with a maximum image size of 10 3/4 by 14 1/4 inches on a maximum paper size of 11 by 17 inches. Examples of counting the number of units: black plus one additional color on one side of one page counts as two units. Three colors (including black) on two sides of one page count as six units.

(End of Clause)

H. 5 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)

(a) The Paperwork Reduction Act of 1995 applies to contractors that collect information for use or disclosure by the Federal government. If the contractor will collect information requiring answers to identical questions from 10 or more people, no plan, questionnaire, interview guide, or other similar device for collecting information may be used without first obtaining clearance from the Chief Acquisition Officer (CAO) or the CAO's designee within the Department of Education (ED) and the Office of Management and Budget (OMB). Contractors and Contracting Officers' Representatives shall be guided by the provisions of 5 CFR part 1320, Controlling Paperwork Burdens on the Public, and should seek the advice of the Department's Paperwork Clearance Officer to determine the procedures for acquiring CAO and OMB clearance.

(b) The contractor shall obtain the required clearances through the Contracting Officer's Representative before expending any funds or making public contacts for the collection of information described in paragraph (a) of this clause. The authority to expend funds and proceed with the collection shall be in writing by the contracting officer. The contractor must plan at least 120 days for CAO and OMB clearance. Excessive delay caused by the Government that arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the Excusable Delays or Default clause of this contract.

(End of Clause)

H. 6 3452.209-71 CONFLICT OF INTEREST (MAY 2011)

(a)

(1) The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information - A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules - A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity - A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest.

An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(End of Clause)

H. 7 3452.215-70 RELEASE OF RESTRICTED DATA (MAY 2011)

(a) Offerors are hereby put on notice that regardless of their use of the legend set forth in FAR 52.215-1(e), Restriction on Disclosure and Use of Data, the Government may be required to release certain data contained in the proposal in response to a request for the data under the Freedom of Information Act (FOIA). The Government's determination to withhold or disclose a record will be based upon the particular circumstance involving the data in question and whether the data may be exempted from disclosure under FOIA. In accordance with Executive Order 12600 and to the extent permitted by law, the Government will notify the offeror before it releases restricted data.

(b) By submitting a proposal or quotation in response to this solicitation:

(1) The offeror acknowledges that the Department may not be able to withhold or deny access to data requested pursuant to FOIA and that the Government's FOIA officials shall make that determination;

(2) The offeror agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by FOIA;

(3) The offeror acknowledges that proposals not resulting in a contract remain subject to FOIA; and

(4) The offeror agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under FOIA.

(c) Offerors are cautioned that the Government reserves the right to reject any proposal submitted with:

- (1) A restrictive legend or statement differing in substance from the one required by the solicitation provision in FAR 52.215-1(e), Restriction on Disclosure and Use of Data, or
- (2) A statement taking exceptions to the terms of paragraphs (a) or (b) of this provision.

(End of Provision)

H. 8 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011)

By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to:

- (1) Unit prices, including labor rates;
- (2) Statements of Work/Performance Work Statements generated by the contractor;
- (3) Performance requirements, including incentives, performance standards, quality levels, and service level agreements;
- (4) Reports, deliverables, and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);
- (5) Any and all information, data, software, and related documentation first provided under the contract;
- (6) Proposals or portions of proposals incorporated by reference; and
- (7) Other terms and conditions.

(End of Clause)

H. 9 3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)

(a) Applicable Regulations. In accordance with Department of Education regulations on the protection of human subjects, title 34, Code of Federal Regulations, part 97 ("the regulations"), the contractor, any subcontractors, and any other entities engaged in covered (nonexempt) research activities are required to establish and maintain procedures for the protection of human subjects.

(b) Definitions.

(1) The regulations define research as "a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge." (34 CFR 97.102(d)). If an activity follows a deliberate plan designed to develop or contribute to generalizable knowledge, it is research. Research includes activities that meet this definition, whether or not they are conducted under a program considered research for other purposes. For example, some demonstration and service programs may include research activities.

(2) The regulations define a human subject as a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or obtains identifiable private information. (34 CFR 97.102(f)). The definition of a human subject is met if an activity involves obtaining--

(i) Information about a living person by--

(A) Manipulating that person's environment, as might occur when a new instructional technique is tested; or

(B) Communicating or interacting with the individual, as occurs with surveys and interviews; or

(ii) Private information about a living person in such a way that the information can be linked to that individual (the identity of the subject is or may be readily determined by the investigator or associated with the information). Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information that has been provided for specific purposes by an individual and that an individual can reasonably expect will not be made public (for example, a school health record).

(c) Exemptions. The regulations provide exemptions from coverage for activities in which the only involvement of human subjects will be in one or more of the categories set forth in 34 CFR 97.101(b)(1)-(6). However, if the research subjects are children, the exemption at 34 CFR 97.101(b)(2) (i.e., research involving the use of educational tests, survey procedures, interview procedures or observation of public behavior) is modified by 34 CFR 97.401(b), as explained in paragraph (d) of this provision. Research studies that are conducted under a Federal statute that requires without exception that the confidentiality of the personally identifiable information will be maintained

throughout the research and thereafter, e.g., the Institute of Education Sciences confidentiality statute, 20 U.S.C. 9573, are exempt under 34 CFR 97.101(b)(3)(ii).

(d) Children as research subjects. Paragraph (a) of 34 CFR 97.402 of the regulations defines children as "persons who have not attained the legal age for consent to treatments or procedures involved in the research, under the applicable law of the jurisdiction in which the research will be conducted." Paragraph (b) of 34 CFR 97.401 of the regulations provides that, if the research involves children as subjects--

(1) The exemption in 34 CFR 97.101(b)(2) does not apply to activities involving--

(i) Survey or interview procedures involving children as subjects; or

(ii) Observations of public behavior of children in which the investigator or investigators will participate in the activities being observed.

(2) The exemption in 34 CFR 97.101(b)(2) continues to apply, unmodified by 34 CFR 97.401(b), to--

(i) Educational tests; and

(ii) Observations of public behavior in which the investigator or investigators will not participate in the activities being observed.

(e) Proposal Instructions. An offeror proposing to do research that involves human subjects must provide information to the Department on the proposed exempt and nonexempt research activities. The offeror should submit this information as an attachment to its technical proposal. No specific page limitation applies to this requirement, but the offeror should be brief and to the point.

(1) For exempt research activities involving human subjects, the offeror should identify the exemption(s) that applies and provide sufficient information to allow the Department to determine that the designated exemption(s) is appropriate. Normally, the narrative on the exemption(s) can be provided in one paragraph.

(2) For nonexempt research activities involving human subjects, the offeror must cover the following seven points in the information it provides to the Department:

(i) Human subjects' involvement and characteristics: Describe the characteristics of the subject population, including their anticipated number, age range, and health status. Identify the criteria for inclusion or exclusion of any subpopulation. Explain the rationale for the involvement of special classes of subjects, such as children, children with disabilities, adults with disabilities, persons with mental disabilities, pregnant women, institutionalized individuals, or others who are likely to be vulnerable.

(ii) Sources of materials: Identify the sources of research material obtained from or about individually identifiable living human subjects in the form of specimens, records, or data.

(iii) Recruitment and informed consent: Describe plans for the recruitment of subjects and the consent procedures to be followed.

(iv) Potential risks: Describe potential risks (physical, psychological, social, financial, legal, or other) and assess their likelihood and seriousness. Where appropriate, discuss alternative treatments and procedures that might be advantageous to the subjects.

(v) Protection against risk: Describe the procedures for protecting against or minimizing potential risks, including risks to confidentiality, and assess their likely effectiveness. Where appropriate, discuss provisions for ensuring necessary medical or professional intervention in the event of adverse effects to the subjects. Also, where appropriate, describe the provisions for monitoring the data collected to ensure the safety of the subjects.

(vi) Importance of knowledge to be gained: Discuss why the risks to the subjects are reasonable in relation to the importance of the knowledge that may reasonably be expected to result.

(vii) Collaborating sites: If research involving human subjects will take place at collaborating site(s), name the sites and briefly describe their involvement or role in the research. Normally, the seven-point narrative can be provided in two pages or less.

(3) If a reasonable potential exists that a need to conduct research involving human subjects may be identified after award of the contract and the offeror's proposal contains no definite plans for such research, the offeror should briefly describe the circumstances and nature of the potential research involving human subjects.

(f) Assurances and Certifications.

(1) In accordance with the regulations and the terms of this provision, all contractors and subcontractors that will be engaged in covered human subjects research activities shall be required to comply with the requirements for Assurances and Institutional Review Board approvals, as set forth in the contract clause 3452.224-72 (Research activities involving human subjects).

(2) The contracting officer reserves the right to require that the offeror have or apply for the assurance and provide documentation of Institutional Review Board (IRB) approval of the research prior to award.

(g)

(1) The regulations, and related information on the protection of human research subjects, can be found on the Department's protection of human subjects in research Web site: <http://ed.gov/about/offices/list/ocfo/humansub.html>.

(2) Offerors may also contact the following office to obtain information about the regulations for the protection of human subjects and related policies and guidelines:

Protection of Human Subjects Coordinator
U.S. Department of Education
Office of the Chief Financial Officer
Financial Management Operations
400 Maryland Avenue, SW.
Washington, DC 20202-4331
Telephone: (202) 245 8090.

(End of Provision)

H. 10 3452.227-70 PUBLICATION AND PUBLICITY (MAY 2011)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the contracting officer's representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form.

(b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number TBD. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

(End of Clause)

H. 11 3452.227-71 ADVERTISING OF AWARDS (MAY 2011)

The contractor agrees not to refer to awards issued by, or products or services delivered to, the Department of Education in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed by the Federal government or is considered by the Federal government to be superior to other products or services.

(End of Clause)

H. 12 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011)

(a) Except as provided in paragraph (b) of this clause, proprietary data, technical data, or computer software delivered to the Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the use and non-disclosure agreement in paragraph (c) of this clause prior to release or disclosure of the data.

(1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an attachment to the use and non-disclosure agreement.

(2) For an intended release, disclosure, or authorized use of proprietary data, technical data, or computer software subject to special license rights, modify paragraph (c)(1)(iv) of this clause to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display, or disclosure of the data or software.

(b) The requirement for use and non-disclosure agreements does not apply to Government contractors that require access to a third party's data or software for the performance of a Government contract that contains the 3452.227-73 clause, Limitations on the use or disclosure of Government-furnished information marked with restrictive legends.

(c) The prescribed use and non-disclosure agreement is:

Use and Non-Disclosure Agreement

The undersigned, _____, an authorized representative of the _____, (which is hereinafter referred to as the "recipient") requests the Government to provide the recipient with proprietary data, technical data, or computer software (hereinafter referred to as "data") in which the Government's use, modification, reproduction, release, performance, display, or disclosure rights are restricted. Those data are identified in an attachment to this agreement. In consideration for receiving such data, the recipient agrees to use the data strictly in accordance with this agreement.

(1) The recipient shall--

(i) Use, modify, reproduce, release, perform, display, or disclose data marked with Small Business Innovative Research (SBIR) data rights legends only for government purposes and shall not do so for any commercial purpose. The recipient shall not release, perform, display, or disclose these data, without the express written permission of the contractor whose name appears in the restrictive legend (the contractor), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these data to submit offers for, or perform, contracts with the recipient. The recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these data to such persons. Such an agreement must be consistent with the terms of this agreement.

(ii) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the attachment to this agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this agreement or expressly permitted in writing by the contractor.

(iii) Use computer software marked with restricted rights legends only in performance of contract number _____. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share; or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.

(iv) Use, modify, reproduce, release, perform, display, or disclose data marked with special license rights legends [To be completed by the contracting officer. See paragraph (a)(2) of this clause. Omit if none of the data requested is marked with special license rights legends].

(2) The recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these data from inadvertent release or disclosure to unauthorized third parties.

(3) The recipient agrees to accept these data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding data specified in a contract for the performance of that contract.

(4) The recipient may enter into any agreement directly with the contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these data.

(5) The recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data received from the Government with restrictive legends by the recipient or any person to whom the recipient has released or disclosed the data.

(6) The recipient is executing this agreement for the benefit of the contractor. The contractor is a third party beneficiary of this agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the recipient or any other person to whom the recipient has released or disclosed the data, to seek damages from any breach of this agreement, or to otherwise enforce this agreement.

(7) The recipient agrees to destroy these data, and all copies of the data in its possession, no later than 30 days after the date shown in paragraph (8) of this agreement, to have all persons to whom it released the data do so by that date, and to notify the contractor that the data have been destroyed.

(8) This agreement shall be effective for the period commencing with the recipient's execution of this agreement and ending upon _____. The obligations imposed by this agreement shall survive the expiration or termination of the agreement.

Recipient's Business Name

Authorized Representative

Date

Representative's Typed Name and Title

(End of Clause)

H. 13 3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2011)

(a) For contracts under which data are to be produced, furnished, or acquired, the terms limited rights and restricted rights are defined in the rights in data--general clause (FAR 52.227-14).

(b) Proprietary data, technical data, or computer software provided to the contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) Proprietary data with legends that serve to restrict disclosure or use of data. The contractor shall use, modify, reproduce, perform, or display proprietary data received from the Government with proprietary or restrictive legends only in the performance of this contract. The contractor shall not, without the express written permission of the party who owns the data, release, or disclose such data or software to any person.

(2) GFI marked with limited or restricted rights legends. The contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(3) GFI marked with specially negotiated license rights legends. The contractor shall use, modify, reproduce, release, perform, or display proprietary data, technical data, or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the use and non-disclosure agreement. The contractor shall modify paragraph (c)(1)(iii) of the use and non-disclosure agreement (3452.227-72) to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights.

(1) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of proprietary data, technical data, or computer software received from the Government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed such data or software.

(2) The contractor agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the contractor, or any person to whom the contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of proprietary data, technical data, or computer software subject to restrictive legends.

(End of Clause)

H. 14 3452.228-70 REQUIRED INSURANCE (MAY 2011)

(a) The contractor shall procure and maintain such insurance as required by law or regulation, including but not limited to the requirements of FAR Subpart 28.3. Prior written approval of the contracting officer shall be required with respect to any insurance policy, the premiums for which the contractor proposes to treat as a direct cost under this contract, and with respect to any proposed qualified program of self-insurance. The terms of any other insurance policy shall be submitted to the contracting officer for approval upon request.

(b) Unless otherwise authorized in writing by the contracting officer, the contractor shall not procure or maintain for its own protection any insurance covering loss or destruction of, or damage to, Government property.

(End of Clause)

H. 15 3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011)

(a) Under the circumstances in FAR 32.704(a)(1), the contractor shall submit the following information in writing to the contracting officer:

- (1) Name and address of the contractor.
- (2) Contract number and expiration date.
- (3) Contract items and amounts that will exceed the estimated cost of the contract or the limit of the funds allotted.
- (4) The elements of cost that changed from the original estimate (for example: labor, material, travel, overhead), furnished in the following order:
 - (i) Original estimate.
 - (ii) Costs incurred to date.
 - (iii) Estimated cost to completion.
 - (iv) Revised estimate.
 - (v) Amount of adjustment.
- (5) The factors responsible for the increase.
- (6) The latest date by which funds must be available to the contractor to avoid delays in performance, work stoppage, or other impairments.

(b) A fixed fee provided in a contract may not be changed if a cost overrun is funded. Changes in a fixed fee may be made only to reflect changes in the scope of work that justify an increase or decrease in the fee.

(End of Clause)

H. 16 3452.237-70 SERVICES OF CONSULTANTS (MAY 2011)

Except as otherwise expressly provided elsewhere in this contract, and notwithstanding the provisions of the clause of the contract entitled "Subcontracts" (FAR 52.244-2), the prior written approval of the contracting officer shall be required--

(a) If any employee of the contractor is to be paid as a "consultant" under this contract; and

(b)

- (1) For the utilization of the services of any consultant under this contract exceeding the daily rate set forth elsewhere in this contract or, if no amount is set forth, \$800, exclusive of travel costs, or if the services of any consultant under this contract will exceed 10 days in any calendar year.
- (2) If that contracting officer's approval is required, the contractor shall obtain and furnish to the contracting officer information concerning the need for the consultant services and the reasonableness of the fee to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by the consultant to others for performing consultant services of a similar nature.

(End of Clause)

H. 17 3452.237-71 OBSERVANCE OF ADMINISTRATIVE CLOSURES (MAY 2011)

(a) The contract schedule identifies all Federal holidays that are observed under this contract. Contractor performance is required under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government personnel receive early dismissal instructions.

(b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor's site, if appropriate.

(End of Clause)

H. 18 Addendum to Clause 3452.237-71

The following holidays are classified by the Office of Personnel and Management as Federal Holidays:

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

(a) The contractor shall give the contracting officer immediate notice in writing of--

(1) Any legal action, filed against the contractor arising out of the performance of this contract, including any proceeding before any administrative agency or court of law, and also including, but not limited to, the performance of any subcontract hereunder; and

(2) Any claim against the contractor for cost that is allowable under the "allowable cost and payment" clause.

(b) Except as otherwise directed by the contracting officer, the contractor shall immediately furnish the contracting officer copies of all pertinent papers received under that action or claim.

(c) If required by the contracting officer, the contractor shall--

(1) Effect an assignment and subrogation in favor of the Government of all the contractor's rights and claims (except those against the Government) arising out of the action or claim against the contractor; and

(2) Authorize the Government to settle or defend the action or claim and to represent the contractor in, or to take charge of, the action.

(d) If the settlement or defense of an action or claim is undertaken by the Government, the contractor shall furnish all reasonable required assistance. However, if an action against the contractor is not covered by a policy of insurance, the contractor shall notify the contracting officer and proceed with the defense of the action in good faith.

(e) To the extent not in conflict with any applicable policy of insurance, the contractor may, with the contracting officer's approval, settle any such action or claim.

(f)

(1) The Government shall not be liable for the expense of defending any action or for any costs resulting from the loss thereof to the extent that the contractor would have been compensated by insurance that was required by law, regulation, contract clause, or other written direction of the contracting officer, but that the contractor failed to secure through its own fault or negligence.

(2) In any event, unless otherwise expressly provided in this contract, the contractor shall not be reimbursed or indemnified by the Government for any cost or expense of liability that the contractor may incur or be subject to by reason of any loss, injury, or damage, to the person or to real or personal property of any third parties as may arise from the performance of this contract.

(End of Clause)

H. 20 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (MAY 2011)

The contractor shall notify the contracting officer of any actual or potential situation, including but not limited to labor disputes, that delays or threatens to delay the timely performance of work under this contract. The contractor shall immediately give written notice thereof, including all relevant information.

(End of Clause)

H. 21 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

(End of Clause)

H. 22 3452.243-70 KEY PERSONNEL (MAY 2011)

(a) The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including

proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the contractor without written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect the addition or deletion of key personnel.

(b) The following personnel have been identified as Key Personnel in the performance of this contract:

Labor Category	Name
TBD	

(End of Clause)

H. 23 3452.247-70 FOREIGN TRAVEL (MAY 2011)

Foreign travel shall not be undertaken without the prior written approval of the contracting officer. As used in this clause, foreign travel means travel outside the Continental United States, as defined in the Federal Travel Regulation. Travel to non-foreign areas (including the States of Alaska and Hawaii, the Commonwealths of Puerto Rico, Guam and the Northern Mariana Islands and the territories and possessions of the United States) is considered "foreign travel" for the purposes of this clause.

(End of Clause)

H. 24 31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to (Not Applicable) .

H. 25 31.205.71 TRAVEL COSTS

No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a #direct service# [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations . The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to (Not Applicable).

H. 26 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995)

The contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 including Section 302, which provides that:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place

of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."

Failure to comply with the Americans with Disabilities Act of 1990, as amended, shall be considered a failure to comply with the terms of this contract.

(A) The Government shall deliver to the Contractor the Governmentfurnished data described in the contract. If the data is not delivered on schedule, or is unsuitable for its intended use, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

H. 27 306-10 GOVERNMENT-FURNISHED DATA (APRIL 1984)

(A) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data is not delivered on schedule, or is unsuitable for its intended use, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(B) Title to Government-furnished data shall remain in the Government.

(C) The Contractor shall use the Government-furnished data only in connection with this contract.

(D) The data will be furnished to the Contractor as specified in the .

(E) Other treatment and rights shall be in accordance with the incorporated general provision titled "Government Property".

H. 28 307-3 DUAL COMPENSATION (MARCH 1985)

If a project staff member, subcontractor, or consultant is involved in two or more projects, at least one of which is supported by Federal funds, he/she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement. That is, an individual is prohibited from receiving double payment for any given period of work.

H. 29 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

H. 30 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998)

Consent is hereby given to the contractor to subcontract with TBD in the amount stated in its final proposal revision.

H. 31 307-13 DEPARTMENT SECURITY REQUIREMENTS (JUNE 2006)

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in:

- A. The Statement of Work of this contract;
- B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a);
- C. The U. S. Department of Education Handbook for Information Assurance Security Policy, OCIO-01 (March 2006); and
- D. The U.S. Department of Education Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings."

The Contractor may request copies of the above referenced documents by contacting the Contract Specialist via phone at (202) 245-6822 or via e-mail at Barakat.Shakir@ed.gov .

Contractor employee positions required under this contract and their designated risk levels:

High Risk (HR):

Moderate Risk (MR): Project Director

Deputy Project Director

Principal Investigator

Task/Subtask Manager - Sensitive

Researcher/Analyst # Sensitive

Field Supervisor

Site Recruiter/Coordinator

Data Coordinator

Data Manager

Survey and Observation Director

Classroom Observation Coder

Database Coder

Programmer/Analyst

Low Risk (LR): Analyst Research Assistant

All contractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

The contractor shall:

- Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States.
- Ensure that no employees are assigned to High Risk designated positions prior to a completed preliminary screening.
- Submit all required personnel security forms to the Contracting Officer's Representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete.
- Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the Contracting Officer or his or her representative, the Department Personnel Security Officer, and the Computer Security Officer.
- Ensure that all contractor employees occupying High Risk designated

positions submit forms for reinvestigation every five (5) years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more.

- Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information.
- Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust.
- Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination.
- Officially notify each contractor employee if he or she will no longer work on a Department contract.
- Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings."

Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings."

Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

H. 32 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required forms, responses or reports when due; failure to perform or deliver required work, supplies, or services; or, failure to meet any of the requirements of the contract, to include all requirements as specified in Clause 307-13 Department Security Requirements, will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled "Excusable Delays or Default", as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

H. 33 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

H. 34 307-24 CONSULTANT SERVICES AND CONSENT (APRIL 1986)

The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another Federal agency for similar or like services and, if so, shall notify the Contracting Officer.

H. 35 313.237-72 CLEARANCE OF CONFERENCES/MEETINGS (DECEMBER 2012)

Any hotel/venue contract that the Contractor negotiates must be reviewed by and receive concurrence from an Event Services Team member prior to final agreement. The Event Services staff can be contacted at (202) 401-3679 or event.services@ed.gov.

Comps: The Contractor does not have authority to negotiate or accept room upgrades for Department or Contractor staff. However, the Contractor is authorized to exercise its best efforts to obtain other Comps of necessary items/services that the Department would otherwise seek to procure in furtherance of the conference/meeting (i.e., meeting rooms, sleeping rooms, audio-visual equipment, etc.)

Dual Compensation: Contractors are prohibited from receiving compensation from both the Department and any other source for conference planning performed pursuant to the terms of this Contract. If the vendor receives any compensation from another source as a result of conference services performed for the Department, the Contractor will report this compensation to the Contracting Officer and offset its invoice to the Department in an equal amount.

H. 36 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition. A copy of the most recent edition of the manual may be found at

<http://www.ed.gov/fund/contract/apply/clibrary/software.html>

(a) Software delivered to or developed for ED--Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual "Requirements for Accessible Software Design." However, in accordance with paragraph (c) of this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended).

(b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers,

are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

SECTION I CONTRACT CLAUSES

I. 1 52.202-1 DEFINITIONS (NOV 2013)

(Reference 52.202-1)

I. 2 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(Reference 52.203-5)

I. 4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 5 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Reference 52.203-7)

I. 6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(Reference 52.203-8)

I. 7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(Reference 52.203-10)

I. 8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(Reference 52.203-12)

I. 9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

(Reference 52.203-13)

I. 10 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(Reference 52.203-14)

I. 11 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(Reference 52.203-17)

I. 12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

(Reference 52.204-4)

I. 13 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(Reference 52.204-7)

- I. 14 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
- (Reference 52.204-10)
- I. 15 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
- (Reference 52.204-13)
- I. 16 52.209-6 PROTECTING THE GOVERNMENT` INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- (Reference 52.209-6)
- I. 17 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
- (Reference 52.209-9)
- I. 18 52.210-1 MARKET RESEARCH (APR 2011)
- (Reference 52.210-1)
- I. 19 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)
- (Reference 52.215-2)
- I. 20 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (Reference 52.215-8)
- I. 21 52.216-7 ALLOWABLE COST AND PAYMENT (JULY 2013)
- (Reference 52.216-7)
- I. 22 52.216-8 FIXED FEE (JUN 2011)
- (Reference 52.216-8)
- I. 23 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)
- (Reference 52.219-4)
- I. 24 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)
- (Reference 52.219-8)
- I. 25 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)--ALTERNATE II (OCT 2001)
- (Reference 52.219-9 II)
- I. 26 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
- (Reference 52.219-16)
- I. 27 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

(Reference 52.219-28)

I. 28 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(Reference 52.222-2)

(The following clause shall apply as prescribed in FAR 22.202.)

I. 29 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

I. 30 52.222-17 {52.222-17} NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(Reference 52.222-17)

I. 31 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 52.222-21)

(The following clause shall apply as prescribed in FAR 22.8.)

I. 32 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 52.222-26)

(The following clause shall apply as prescribed in FAR 22.1308.)

I. 33 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. [SEP 2010]

(Reference 52.222-35)

(The following clause shall apply as prescribed in FAR 22.1408.)

I. 34 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(Reference 52.222-36)

I. 35 52.222-37 EMPLOYMENT REPORTS VETERANS (SEP 2010)

(Reference 52.222-37)

I. 36 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(Reference 52.222-50)

I. 37 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2012)

(Reference 52.222-54)

I. 38 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 39 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(Reference 52.223-18)

I. 40 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 52.224-1)

I. 41 52.224-2 PRIVACY ACT (APR 1984)

(Reference 52.224-2)

I. 42 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(Reference 52.225-13)

I. 43 52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

(Reference 52.227-14)

I. 44 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

(Reference 52.227-17)

I. 45 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(Reference 52.228-7)

I. 46 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(Reference 52.229-3)

I. 47 52.230-2 COST ACCOUNTING STANDARDS (MAY 2014)

(Reference 52.230-2)

I. 48 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2014)

(Reference 52.230-3)

I. 49 52.232-1 PAYMENTS (APR 1984)

(Reference 52.232-1)

I. 50 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(Reference 52.232-8)

(The following clause shall apply as prescribed in FAR 32.111(c)(2).)

I. 51 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(Reference 52.232-9)

I. 52 52.232-11 EXTRAS (APR 1984)

(Reference 52.232-11)

I. 53 52.232-17 INTEREST (MAY 2014)

(Reference 52.232-17)

I. 54 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

(The following clause shall apply if the contract is incrementally funded.)

I. 55 52.232-22 LIMITATION OF FUNDS (APR 1984)

(Reference 52.232-22)

I. 56 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Reference 52.232-23)

I. 57 52.232-25 PROMPT PAYMENT (JUL 2013)

(Reference 52.232-25)

I. 58 52.233-1 I DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991)

(Reference 52.233-1 I)

I. 59 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 60 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)

(Reference 52.233-3 I)

I. 61 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 62 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 52.242-1)

I. 63 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(Reference 52.242-4)

I. 64 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 65 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-1 I)

I. 66 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-2 I)

I. 67 52.244-2 I SUBCONTRACTS (OCT 2010)--ALTERNATE I (JUN 2007)

(Reference 52.244-2 I)

I. 68 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2014)

(Reference 52.244-6)

I. 69 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

(Reference 52.246-23)

I. 70 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

I. 71 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(Reference 52.249-2)

I. 72 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 73 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

I. 74 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 52.249-14)

I. 75 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 76 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)

(Reference 3452.208-72)

I. 77 3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011)

(Reference 3452.232-70)

I. 78 3452.242-70 LITIGATION AND CLAIMS (MAY 2011)

(Reference 3452.242-70)

I. 79 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011)

(Reference 3452.242-73)

I. 80 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days. Labor rates negotiated for Option Period 17 will be used if this extension is authorized.

(End of Clause)

I. 81 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days prior to the expiration of the Base Period (for the exercise of Option Period 1) and 60 days prior to the commencement of Option Periods 2-17 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least (5 months)150 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 98 months.

(FY 2014 Cohort)

Base Period: December 19, 2014 - February 5, 2016 (14 Months) - Cost: TBD

Option Period 1: December 19, 2015 - February 5, 2017 (14 Months) - Cost: TBD

Option Period 2: December 18, 2016 - February 3, 2018 (14 Months) - Cost: TBD

Option Period 3: December 16, 2017 - February 2, 2019 (14 Months) - Cost: TBD

Option Period 4: December 15, 2018 - February 1, 2020 (14 Months) - Cost: TBD

Option Period 5: December 14, 2019 - January 31, 2021 (14 Months) - Cost: TBD

(FY 2015 Cohort)

Option Period 6: December 19, 2015 - February 5, 2017 (14 Months) - Cost: TBD

Option Period 7: December 19, 2016 - February 5, 2018 (14 Months) - Cost: TBD

Option Period 8: December 18, 2017 - February 3, 2019 (14 Months) - Cost: TBD

Option Period 9: December 16, 2018 - February 2, 2020 (14 Months) - Cost: TBD

Option Period 10: December 15, 2019 - February 1, 2021 (14 Months) - Cost: TBD

Option Period 11: December 14, 2020 - January 31, 2022 (14 Months) - Cost: TBD

(FY 2016 Cohort)

Option Period 12: December 19, 2016 - February 5, 2018 (14 Months) - Cost: TBD

Option Period 13: December 19, 2017 - February 5, 2019 (14 Months) - Cost: TBD

Option Period 14: December 18, 2018 - February 3, 2020 (14 Months) - Cost: TBD

Option Period 15: December 16, 2019 - February 2, 2021 (14 Months) - Cost: TBD

Option Period 16: December 15, 2020 - February 1, 2022 (14 Months) - Cost: TBD

Option Period 17: December 14, 2021 - January 31, 2023 (14 Months) - Cost: TBD

(End of Clause)

I. 82 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (JUL 2013)

(a) "Disadvantaged status for joint venture partners, team members, and subcontractors." This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors (see exception in

paragraph (b) of this section) through use of a provision substantially the same as paragraph (b) (1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern is a small disadvantaged business concern certified by the Small Business Administration by using the System for Award Management database or by contacting the SBA Office of Small Disadvantaged Business Certification and Eligibility.

(b) For subcontractors that are not certified as a small disadvantaged business by the Small Business Administration, the Contractor shall accept the subcontractor's written self-representation as a small disadvantaged business, unless the Contractor has reason to question the self-representation.

(c) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, in the Contractor's own format providing the same information, or accomplished through using the Electronic Subcontracting Reporting System's Small Disadvantaged Business Participation Report. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small Business Subcontracting Plan, reports shall be submitted with the final Individual Subcontract Report at the completion of the contract.

(End of Clause)

I. 83 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the national Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I. 84 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) "Method of payment."

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) "Contractor` EFT information." The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) "Mechanisms for EFT payment." The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) "Suspension of payment." If the Contractor` EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) "Liability for uncompleted or erroneous transfers."

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor` EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor` EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) "EFT and prompt payment." A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) "EFT and assignment of claims." If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other

than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) "Liability for change of EFT information by financial agent." The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) "Payment information." The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

I. 85 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures. (End of clause)

I. 86 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

I. 87 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)

(a) Definition. Proposal, as used in this clause, means either--

(1) A final indirect cost rate proposal submitted by the Contractor after the expiration of its fiscal year which--

(i) Relates to any payment made on the basis of billing rates; or

(ii) Will be used in negotiating the final contract price; or

(2) The final statement of costs incurred and estimated to be incurred under the Incentive Price Revision clause (if applicable), which is used to establish the final contract price.

(b) Contractors which include unallowable indirect costs in a proposal may be subject to penalties. The penalties are prescribed in 10 U.S.C. 2324 or 41 U.S.C. chapter 43, as applicable, which is implemented in Section 42.709 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall not include in any proposal any cost that is unallowable, as defined in Subpart 2.1 of the FAR, or an executive agency supplement to the FAR.

(d) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal is expressly unallowable under a cost principle in the FAR, or an executive agency supplement to the FAR, that defines the allowability of specific selected costs, the Contractor shall be assessed a penalty equal to--

(1) The amount of the disallowed cost allocated to this contract; plus

(2) Simple interest, to be computed--

(i) On the amount the Contractor was paid (whether as a progress or billing payment) in excess of the amount to which the Contractor was entitled; and

(ii) Using the applicable rate effective for each six-month interval prescribed by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).

(e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.

(f) Determinations under paragraphs (d) and (e) of this clause are final decisions within the meaning of 41 U.S.C. chapter 71, Contract Disputes.

(g) Pursuant to the criteria in FAR 42.709-5, the Contracting Officer may waive the penalties in paragraph (d) or (e) of this clause.

(h) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

(End of Clause)

I. 88 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of Clause)

I. 89 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(End of Clause)

I. 90 3452.224-72 RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)

(a) In accordance with Department of Education regulations on the protection of human subjects in research, title 34, Code of Federal Regulations, part 97 ("the regulations"), the contractor, any subcontractors, and any other entities engaged in covered (nonexempt) research activities are required to establish and maintain procedures for the protection of human subjects. The definitions in 34 CFR 97.102 apply to this clause. As used in this clause, covered research means research involving human subjects that is not exempt under 34 CFR 97.101(b) and 97.401(b).

(b) If ED determines that proposed research activities involving human subjects are covered (i.e., not exempt under the regulations), the contracting officer or contracting officer's designee will require the contractor to apply for the Federal Wide Assurance from the Office for Human Research Protections, U.S. Department of Health and Human Services, if the contractor does not already have one on file. The contracting officer will also require that the contractor obtain and send to the Department documentation of Institutional Review Board (IRB) review and approval of the research.

(c) In accordance with 34 CFR part 97, all subcontractors and any legally separate entity (neither owned nor operated by the contractor) that will be engaged in covered research activities under or related to this contract shall be required to comply with the requirements for assurances and IRB approvals. The contractor must include the substance of this clause, including paragraph (c) of this clause, in all subcontracts, and must notify any other entities engaged in the covered research activities of their responsibility to comply with the regulations.

(d) Under no condition shall the contractor conduct, or allow to be conducted, any covered research activity involving human subjects prior to the Department's receipt of the certification that the research has been reviewed and approved by the IRB. (34 CFR 97.103(f)). No covered research involving human subjects shall be initiated under this contract until the contractor has provided the contracting officer (or the contracting officer's designee) a properly completed certification form certifying IRB review and approval of the research activity, and the contracting officer or designee has received the certification. This restriction applies to the activities of each participating entity.

(e) In accordance with 34 CFR 97.109(e), an IRB must conduct continuing reviews of covered research activities at intervals appropriate to the degree of risk, but not less than once a year. Covered research activities that are expected to last one year or more are therefore subject to review by an IRB at least once a year.

(1) For each covered activity under this contract that requires continuing review, the contractor shall submit an annual written representation to the contracting officer (or the contracting officer's designee) stating whether covered research activities have been reviewed and approved by an IRB within the previous 12 months. The contractor may use the form titled "Protection of Human Subjects: Assurance Identification/Certification/Declaration of Exemption" for this representation.

For multi-institutional projects, the contractor shall provide this information on its behalf and on behalf of any other entity engaged in covered research activities for which continuing IRB reviews are required.

(2) If the IRB disapproves, suspends, terminates, or requires modification of any covered research activities under this contract, the contractor shall immediately notify the contracting officer in writing of the IRB's action.

(f) The contractor shall bear full responsibility for performing as safely as is feasible all activities under this contract involving the use of human subjects and for complying with all applicable regulations and requirements concerning human subjects. No one (neither the contractor, nor any subcontractor, agent, or employee of the contractor, nor any other person or organization, institution, or group of any kind whatsoever) involved in the performance of such activities shall be deemed to constitute an agent or employee of the Department of Education or of the Federal government with respect to such activities. The contractor agrees to discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent contractor without imputing liability on the part of the Government for the acts of the contractor and its employees.

(g) Upon discovery of any noncompliance with any of the requirements or standards stated in paragraphs (b) and (c) of this clause, the contractor shall immediately correct the deficiency. If at any time during performance of this contract, the contracting officer determines, in consultation with the Protection of Human Subjects Coordinator, Office of the Chief Financial Officer, or the sponsoring office, that the contractor is not in compliance with any of the requirements or standards stated in paragraphs (b) and (c) of this clause, the contracting officer may immediately suspend, in whole or in part, work and further payments under this contract until the contractor corrects such noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing.

(h) The Government may terminate this contract, in full or in part, for failure to fully comply with any regulation or requirement related to human subjects involved in research. Such termination may be in lieu of or in addition to suspension of work or payment. Nothing herein shall be construed to limit the Government's right to terminate the contract for failure to fully comply with such requirements.

(i) The regulations, and related information on the protection of human research subjects, can be found on the Department's protection of human subjects in research Web site: <http://ed.gov/about/offices/list/ocfo/humansub.html>. Contractors may also contact the following office to obtain information about the regulations for the protection of human subjects and related policies and guidelines:

Protection of Human Subjects Coordinator
U.S. Department of Education
Office of the Chief Financial Officer

400 Maryland Avenue, SW.
Washington, DC 20202-4331
Telephone: (202) 245-8090.

(End of Clause)

SECTION J
LIST OF ATTACHMENTS

J. 1 309-1a LIST OF ATTACHMENTS (APRIL 1984)

Performance Work Statement

**EVALUATION OF INVESTING IN INNOVATION
FISCAL YEAR (FY) 2014-2016 COHORTS**

**National Center for Education Evaluation
Institute of Education Sciences
U.S. Department of Education**

I. INTRODUCTION

The Institute of Education Sciences (IES) at the U.S. Department of Education (ED) intends to provide technical assistance to the local evaluators of the 2014 cohort of Investing in Innovation (i3) Grantees and to produce a report summarizing the status of these evaluations through one year of the grants.

i3 Grantees are required to fund an independent evaluation. This contract will provide technical assistance on the conduct of these evaluations to maximize their strength (with a goal of meeting What Works Clearinghouse evidence standards) and the quality of their implementation data and performance feedback. The contract will also assess the strength of the evaluations and conduct a cross-site analysis of the results of the evaluations.

The three existing Evaluation of i3 contracts (ED-IES-10-C-0064, ED-IES-13-C-0005, and ED-IES-14-C-0007), which are described below in the Project Design Issues section (Section D), cover the 2010 – 2013 cohorts of i3 grantees and cannot be expanded to include future cohorts.

A. Investing in Innovation Authorizing Legislation and Purpose

Investing in Innovation was authorized under the American Recovery and Reinvestment Act of 2009 (ARRA), Section 14007, Title XIV (Public Law (P.L.) 111-5), as amended by section 307 of Division D of P.L. 111- 117 (H.R. 3288), the Consolidated Appropriations Act, 2010.

The American Recovery and Reinvestment Act included \$100 billion in new federal money for education. A substantial portion of this money was intended to replace lost state revenue, but much of it is designed to drive innovation at all levels of education, improve school performance, and reduce achievement gaps. ARRA authorized up to \$650 million in FY 2010 to establish an Innovation Fund. Subsequent appropriations authorized \$150 million for additional grants under this program in FY 2011 and in FY 2012, and \$142 million in FY 2013 and FY 2014.

The purpose of i3 is to support entities with a record of improving student achievement (local educational agencies (LEAs) and nonprofits in partnership with LEAs or a consortium of schools) in order to expand the implementation of, and investment in,

ATTACHMENT A – i3 Performance Work Statement (PWS)

evidence-based practices, strategies, and programs and to serve as models. Another purpose of this fund is to identify and document best practices that can be shared and taken to scale based on demonstrated success.

The i3 program includes three types of competitive grants: Scale-up, Validation, and Development. Scale-up and Validation grants require prior evidence of effectiveness, while Development grants support innovative strategies.

All i3 grantees are required to fund an independent local evaluation. Scale-up and Validation grantees are expected to conduct a study that, if well-implemented would meet What Works Clearinghouse (WWC) evidence standards without reservations.

More information on i3 is available on the Department’s website at:
<http://www.ed.gov/programs/innovation/index.html>.

B. Period of Performance

The contract will include a 14-month Base Period covering the first year of work with the FY 2014 cohort; and five successive, 14-month Option Periods to extend the technical assistance and reporting work through the completion of the FY 2014 cohort. Each of these option periods will overlap with the previous and following period by 2 months.

The contract will include six additional 14-month Option Periods to conduct this work with the FY 2015 cohort and six additional 14-month Option Periods to conduct this work with the FY 2016 cohort. Within the cohorts, each of the option periods will overlap with the previous and following period by 2 months.

While there will be a base period and 17 option periods, all periods overlap with each other by at least 2 months and as many as 14 months.

If all of the option periods are exercised, the total length of the contract will be 98 months.

C. Key Questions and Activities

The key evaluation questions are:

- **To what extent are the i3 independent local evaluations well-designed and well-implemented¹?**
- **What are the results for different categories of key i3-funded practices, strategies, and programs?**

¹ As defined in the attached document, “National Evaluation of i3 Analysis and Reporting Plan Version 1.0,” produced under the first contract (EDIES10C0064).

ATTACHMENT A – i3 Performance Work Statement (PWS)

Since one of the purposes of i3 is to identify and document best practices that can be shared and taken to scale based on demonstrated success, each grantee is required to fund a local independent evaluation. Scale-up and Validation applications will be judged on the extent to which the proposed methods of evaluation include a study that, if well-implemented, would meet What Works Clearinghouse evidence standards without reservations. While Development applications will not explicitly be judged on the extent to which the proposed evaluation methods would meet WWC evidence standards, these applicants will also be judged on the quality of their evaluation plans.

The contractor will provide technical assistance to local evaluators to maximize the strength of the design and implementation of the independent evaluations. There are several i3 Government Performance and Results Act (GPRA) program performance measures (see the table below) related to the local independent evaluations and to the quality of implementation and performance data they collect (all the i3 performance measures can be found at: <http://www2.ed.gov/programs/innovation/index.html>). There are measures for Scale-up and Validation grantees that involve the extent to which evaluations are well-designed and well-implemented. This means that the evaluation meets the What Works Clearinghouse evidence standards, with or without reservations.² The contractor will assist i3 Scale-up and Validation grantees in meeting these standards. For Development evaluations not using a design eligible for WWC review, the contractor will assess the evaluation according to the standards of “promise” in the document “National Evaluation of i3 Analysis and Reporting Plan Version 1.0.”

Scale-Up Grants	Validation Grants	Development Grants
Short-term performance measures		
The percentage of programs, practices, or strategies supported by a Scale-up grant with ongoing well-designed and independent evaluations that will provide evidence of their effectiveness at improving student outcomes at scale	The percentage of programs, practices, or strategies supported by a Validation grant with ongoing well-designed and independent evaluations that will provide evidence of their effectiveness at improving student outcomes	The percentage of programs, practices, or strategies supported by a Development grant with ongoing evaluations that provide evidence of their promise for improving student outcomes
The percentage of programs, practices, or strategies supported by a Scale-up grant with ongoing evaluations that are providing high-quality implementation data and performance feedback that allow for periodic assessment of progress toward achieving intended outcomes	The percentage of programs, practices, or strategies supported by a Validation grant with ongoing evaluations that are providing high-quality implementation data and performance feedback that allow for periodic assessment of progress toward achieving intended outcomes	The percentage of programs, practices, or strategies supported by a Development grant with ongoing evaluations that are providing high-quality implementation data and performance feedback that allow for periodic assessment of progress toward achieving intended outcomes
Long-term performance measures		
The percentage of programs, practices, or strategies supported	The percentage of programs, practices, or strategies supported	The percentage of programs, practices, or strategies supported

² See <http://ies.ed.gov/ncee/wwc/references/iddocviewer/Doc.aspx?docId=19&toCId=4>).

ATTACHMENT A – i3 Performance Work Statement (PWS)

by a Scale-up grant that implement a completed well-designed, well-implemented and independent evaluation that provides evidence of their effectiveness at improving student outcomes at scale	by a Validation grant that implement a completed well-designed, well-implemented and independent evaluation that provides evidence of their effectiveness at improving student outcomes	by a Development grant with a completed evaluation that provides evidence of their promise for improving student outcomes
The percentage of programs, practices, or strategies supported by a Scale-up grant with a completed well-designed, well-implemented and independent evaluation that provides information about the key elements and the approach of the project so as to facilitate replication or testing in other settings	The percentage of programs, practices, or strategies supported by a Validation grant with a completed well-designed, well-implemented and independent evaluation that provides information about the key elements and the approach of the project so as to facilitate replication or testing in other settings	The percentage of programs, practices, or strategies supported by a Development grant with a completed evaluation that provides information about the key elements and approach of the project so as to facilitate further development, replication, or testing in other settings

The contractor (using staff that has not been involved in providing technical assistance) will characterize whether or not the evaluations meet the standards for a well-designed and well-implemented study (or a study showing promise). The contractor will also summarize the results of the i3 evaluations, including the use of meta-analysis within key areas of practices, strategies, and programs where feasible.

D. Project Design Issues

ED awarded a contract to Abt Associates in September of 2010 (EDIES10C0064) to conduct the technical assistance and analysis and reporting activities described in this PWS for the 2010 cohort of i3 grantees (this contract was modified to include the 2011 cohort in July 2012). ED awarded a second contract to Abt Associates in December of 2012 (EDIES13C0005) to conduct the technical assistance and analysis and reporting activities described in this PWS for the 2012 cohort of i3 grantees. ED awarded a third contract to Abt Associates in December of 2013 (EDIES14C0007) to conduct the technical assistance and analysis and reporting activities described in this PWS for the 2013 cohort of i3 grantees.

The FY 2014 contract will continue this work for the FY 2014 (and through options through the FY 2015 and FY 2016 cohorts). It is important for the FY 2014 contractor to fully understand the work of the current three contracts to maintain high quality, consistent technical assistance, analysis, and reporting across i3 cohorts. Critical documents completed under the first contract (EDIES10C0064) are attached: National Evaluation of i3 Analysis and Reporting Plan Version 1.0, Evaluation Design Summary Template, Contrast Tool, and Customized Technical Assistance Plan template.

This contract will be awarded on a similar schedule as the 2014 i3 grants (by December 31, 2014). Thus, the contractor shall review the funded applications and use that review to inform the preparation of a technical assistance and analysis plan after award (see Task 2-Project Planning).

ATTACHMENT A – i3 Performance Work Statement (PWS)

Discussed below are a number of areas of uncertainty and variation in the grants that will affect the plan. Other issues may arise as the project is carried out.

- Wide scope of the i3 program
 - Unlike some ED programs that focus on a specific content area (for example, reading), i3 will fund innovations in a wide array of areas. The absolute priorities³ for the FY 2014 i3 grant competition are⁴:
 - Improving the Effectiveness of Teachers or Principals,
 - Improving Low-Performing Schools,
 - Improving Science, Technology, Engineering, and Mathematics (STEM) Education,
 - Implementing Internationally Benchmarked, College- and Career-Ready Elementary and Secondary Academic Standards,
 - Serving Rural Communities.
 - The grant competition includes competitive preference priorities in a wide range of areas as well:
 - Improving Cost-Effectiveness and Productivity,
 - Enabling Broad Adoption of Effective Practices,
 - Supporting Novice i3 Applicants.
 - The program will fund innovations for students from birth through grade 12 (including an invitational priority for supporting high-quality early learning).
 - The program includes a number of possible outcome measures. Projects are to substantially and measurably improve student achievement or student growth, close achievement gaps, decrease dropout rates, increase high school graduation rates, or increase college enrollment and completion rates.
- Variety of evaluation designs
 - Scale-up and Validation grantees are expected to fund randomized controlled trials or quasi-experimental designs.
 - Development grantees are not required to use any particular evaluation design.
- Variability of local evaluators' qualifications and experience across grantees
- Variation in grant length (36 – 60 months)

E. Conflicts of Interest

The contractor shall maintain independence between staff providing technical assistance and staff making assessments about the strength of the evaluations and conducting the cross-site analysis and reporting of findings. The contractor shall also ensure that none of their staff will serve as an i3 local evaluator or that there is a firewall between any staff who will serve as an i3 local evaluator and the staff working on this contract.

³ Applicants must identify one of these priorities for their project to address.

⁴ Note that ED could change the absolute priorities used for later competitions covered by the option periods of this contract.

F. Preliminary Assumptions

It is critical for technical assistance to be available early in the i3 grant implementation to ensure the strongest local evaluations possible. However, this timing does create some challenges for the contract, in that information about the grantees will only be available after contract award. Below, ED provides priorities and preliminary assumptions regarding the technical assistance and analysis plans for this contract. It may be necessary to modify the contract once details are available about funded applications (number of grantees, types of interventions, types of evaluation designs, qualifications of evaluators) that could affect the types or amount of technical assistance required or the amount and types of analyses possible. As such, the contractor shall finalize the technical assistance and analysis plan (with COR review and approval) through the work of Task 2 (Project Planning).

ED's expectation is that all i3 grantees, regardless of grant type or study design, will receive proactive, regular technical assistance. Should prioritization become necessary, the contractor will negotiate proposed changes to the technical assistance plan with ED. There were 49 grantees in the 2010 cohort, 23 in the 2011 cohort, 20 in the 2012 cohort, and 25 in the 2013 cohort. The funding level for the FY 2014 competition is similar (\$142 million) to the levels in 2011 and 2012 (\$150 million) and 2013 (\$142 million).

ED's preliminary assumptions about reporting are to provide OII with information on the progress of the evaluations (including information they need to report on their GPRA performance measures) annually (during the base period and each option period), and a final report that also provides cross-site summary tables of findings for each cohort (in the 5th option period for the FY 2014 cohort, the 11th option period for the FY 2015 cohort, and the 17th option period for the FY 2016 cohort).

II. SCOPE OF WORK

This section specifies the tasks and subtasks that the contractor shall perform to fully execute all PWS requirements outlined in Sections A through R outlined below.

A. Base Contract (Year One of the FY 14 Cohort)

Task 1—Communicate with ED (Fixed-Price Task)

- 1.1 **Kick-off Meeting.** The contractor's project director and key project staff (up to two) shall meet with the COR and other appropriate ED staff in Washington, DC within ten working days of the effective date of the contract award to discuss details regarding the tasks outlined in the proposal and other issues related to the contract. The contractor shall provide an agenda for the meeting and come prepared to identify any areas of concern and to suggest ways of responding to these concerns. Within one week of the meeting, the contractor shall submit to the COR a memo summarizing the key issues and concerns raised at the meeting, and how each will be addressed, as well as any proposed updates to the plans and schedule.

Deliverables: Memo summarizing the kick-off meeting

- 1.2 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 1 through 12 of the base contract period).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

- 1.3 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

- 1.4 Acquire Current Contract Files and Other Knowledge. As described earlier, the work in this contract has already been ongoing for earlier cohorts of i3 grantees through three existing contracts (EDIES10C0064, EDIES13C0005, and EDIES14C0007). Early in the FY 2014 contract, it will be critical for the contractor to acquire knowledge of the technical assistance and analysis and reporting guidance already in place from the current contractor to ensure work continues seamlessly (without delays and without inconsistencies).

Within two weeks after the effective date of this contract, the contractor shall submit to ED a plan for reviewing all necessary files and information from the current contracts. In the plan, the contractor shall discuss the types of information to be obtained, such as the data files, data collection instruments, and existing written guidance to ensure consistency between the current contract and the FY 2014 contract (for example, the final report for the FY 2014 cohort must use the same analysis plan and assessment criteria as used in the current contracts, and the current registry of technical assistance resources must be maintained).

Deliverables: i3 Contract Reconnaissance and Continuity Plan

Task 2— Project Planning (Cost Reimbursement Task)

As mentioned in Section C (Project Design Issues), the 2014 cohort of i3 grants will be awarded on a similar schedule to this contract. Since the quality of the designs proposed and the qualifications and experience of the proposed local evaluators must drive the technical assistance, and the proposed designs and types of interventions proposed must drive the analysis plan, the contractor shall review the funded applications in order to develop the project technical assistance and analysis plan.

ED's expectation is that all i3 grantees, regardless of grant type or study design, will receive proactive, regular technical assistance. Should prioritization become necessary, the contractor will negotiate proposed changes to the technical assistance plan with ED. There were 49 grantees in the 2010 cohort, 23 in the 2011 cohort, 20 in the 2012 cohort, and 25 in the 2013 cohort. The funding level for the FY 2014 competition is similar (\$142 million) to the levels in 2011 and 2012 (\$150 million) and 2013 (\$142 million).

ED's preliminary assumptions about reporting are to provide OII with information on the progress of the evaluations (including information they need to report on their GPRA performance measures) annually (during the base period and each option period), and a final report that also provides cross-site summary tables of findings for each cohort (in the 5th option period for the FY 2014 cohort, the 11th option period for the FY 2015 cohort, and the 17th option period for the FY 2016 cohort).

The contractor shall review the funded i3 applications to summarize their characteristics and to assess the evaluation technical assistance needs and analytic possibilities for i3 grantees. The contractor will submit a memo to the COR within eight weeks of the effective date of the contract that summarizes the types of interventions grantees will implement and test, the proposed evaluation designs, and the areas on which technical assistance is needed. Based on the review of the funded applications, the contractor shall submit a draft technical assistance and analysis plan to the COR within 14 weeks of the effective date of the contract. The COR will review the draft plan and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit a revised plan to the COR within 18 weeks of the effective date of the contract. The contractor shall request, in writing, COR approval for any subsequent changes to the approved plan. If approved, the contractor shall then revise the approved final plan document to incorporate the approved changes.

In the technical assistance plan, the contractor shall summarize the strengths and weaknesses of the i3 local evaluation plans, include draft feedback for each of the local evaluators, discuss the types and frequency of technical assistance to be provided to local evaluators (for example, sessions at annual grantee meetings held by the Office of Innovation and Improvement (OII), monthly calls, maintenance of the current registry of technical assistance resources), describe how well the draft designs conform to the i3 criteria developed under contract EDIES10C0064 and/or what additional information is necessary to make that determination, and discuss how technical assistance staff will be trained to provide consistent feedback and other assistance. Upon receipt of COR

ATTACHMENT A – i3 Performance Work Statement (PWS)

approval, the contractor shall disseminate the grantee-specific evaluation feedback to each grantee and local evaluator.

In the analysis plan, the contractor shall document the contents to be included in the year one GPRA report. The contractor shall document proposed methods for assessing the extent to which the local independent evaluations are well-designed and being well-implemented, and for summarizing the progress of the evaluations.

Deliverables: Application summary memo
 Draft technical assistance and GPRA report analysis plan
 Revised technical assistance and GPRA report analysis plan

Task 3 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the first year of the grants (months 1 through 12 of the base contract period). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 1.2).

Deliverables: Biweekly reports on technical assistance

Task 4—Analysis and Reporting (Cost Reimbursement Task)

4.1 Produce Year One GPRA report for FY 2014 cohort. The purpose of the year one GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year one GPRA report within 52 weeks of the effective date of the contract. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response

ATTACHMENT A – i3 Performance Work Statement (PWS)

to COR comments and submit to the COR a revised year one GPRA report within 56 weeks of the effective date of the contract. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year one GPRA report to the COR within 60 weeks of the effective date of the contract.

Deliverables: Draft Year One GPRA Report
 Revised Year One GPRA Report
 Final Year One GPRA Report

Task 5—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 1 through 12 of the base contract period and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

B. Option Period 1 (Year Two of the FY 14 Cohort)

ED will make a decision about exercising Option Period 1 by September 19, 2015. If exercised, the 14-month Option Period 1 will begin by the 13th month (expected to be December 19, 2015) and end after the 26th month (expected to be February 5, 2017), overlapping with the base period by 2 months.

Task 6—Communicate with ED (Fixed-Price Task)

6.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 13 through 24 of Option Period 1).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

6.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 7 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the second year of the grants (months 13 through 24 of Option Period 1). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 6.1).

Deliverables: Biweekly reports on technical assistance

Task 8—Analysis and Reporting (Cost Reimbursement Task)

8.1 Produce Year Two GPRA report for FY 2014 cohort. The purpose of the year two GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year two GPRA report within 104 weeks of the effective date of the contract. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year two GPRA report within 108 weeks of the effective date of the contract. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year two GPRA report to the COR within 112 weeks of the effective date of the contract.

Deliverables: Draft Year Two GPRA Report
 Revised Year Two GPRA Report
 Final Year Two GPRA Report

Task 9—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 13 through 24 of Option Period 1 and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the

extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.

- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

C. Option Period 2 (Year Three of the FY 14 Cohort)

ED will make a decision about exercising Option Period 2 by September 18, 2016. If exercised, the 14-month Option Period 2 will begin by the 25th month (expected to be December 18, 2016) and end after the 38th month (expected to be February 3, 2018), overlapping with Option Period 1 by 2 months.

Task 10—Communicate with ED (Fixed-Price Task)

10.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 25 through 36 of Option Period 2).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

10.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

ATTACHMENT A – i3 Performance Work Statement (PWS)

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 11 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the third year of the grants (months 25 through 36 of Option Period 2). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 10.1).

Deliverables: Biweekly reports on technical assistance

Task 12—Analysis and Reporting (Cost Reimbursement Task)

12.1 Produce Year Three GPRA report for FY 2014 cohort. The purpose of the year three GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year three GPRA report within 156 weeks of the effective date of the contract. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year three GPRA report within 160 weeks of the effective date of the contract. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year three GPRA report to the COR within 164 weeks of the effective date of the contract.

Deliverables: Draft Year Three GPRA Report

Revised Year Three GPRA Report
Final Year Three GPRA Report

Task 13—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 25 through 36 of Option Period 2 and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

D. Option Period 3 (Year Four of the FY 14 Cohort)

ED will make a decision about exercising Option Period 3 by September 16, 2017. If exercised, the 14-month Option Period 3 will begin by the 37th month (expected to be December 16, 2017) and end after the 50th month (expected to be February 2, 2019), overlapping with Option Period 2 by 2 months.

Task 14—Communicate with ED (Fixed-Price Task)

14.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 37 through 48 of Option Period 3).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

14.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 15 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the fourth year of the grants (months 37 through 48 of Option Period 3). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 14.1).

Deliverables: Biweekly reports on technical assistance

Task 16—Refine Analysis Plan (Fixed-Price Task)

For the final report for the FY 2014 cohort, the contractor shall prepare a detailed data analysis plan that documents the intended analyses to be conducted and included in the reports, as well as an annotated outline for the reports' contents and organization. In the data analysis plan, the contractor shall document proposed methods for assessing the extent to which the local independent evaluations are well-designed and being well-implemented, and for summarizing the progress of implementation of the practice, strategy, or program being tested as well as the progress of the evaluations. In addition to the preceding items, the contractor shall include in the analysis plan a discussion of the

ATTACHMENT A – i3 Performance Work Statement (PWS)

proposed methods for presenting a summary of findings to date across sites in table format as well as table shells (including a discussion of meta-analysis within key areas of practices, strategies, and programs where feasible).

The contractor shall provide the draft analysis plan for the final reports within 162 weeks of the effective date of the contract. The COR will review and provide any comments within four weeks. The contractor shall make revisions in response to COR comments and submit a revised analysis plan to the COR within 168 weeks of the effective date of the contract.

The contractor shall request, in writing, COR approval for any subsequent changes to the approved analysis plan. If approved, the contractor shall then revise the approved analysis plan document to incorporate the approved changes.

Deliverables: Draft Analysis Plan for FY 2014 cohort Final Report
 Revised Analysis Plan for FY 2014 cohort Final Report

Task 17 – Prepare Data Collection Forms and Office of Management and Budget (OMB) Data Collection Clearance Package (Fixed-Price Task)

17.1 Obtain Institutional Review Board (IRB) Approval. If necessary, the contractor shall ensure that all aspects of the evaluation have been approved by the appropriate IRBs, including its own IRB. Documentation of all IRB approvals shall be submitted to the COR no later than 52 weeks after the effective date of the contract.

17.2 Prepare data collection forms and Obtain OMB Data Collection Clearance. The contractor shall design data collection instruments to address the key evaluation questions. The contractor shall prepare an OMB data collection clearance package that describes the study design and data collection instruments and activities, and includes the necessary forms required for OMB approval. The contractor shall ensure that the OMB data collection clearance package justifies the necessity for collecting the data and comprehensively responds to each required item in the instructions. In addition, the contractor shall ensure that the OMB data collection clearance package includes: (1) the study mandate and objectives; (2) the research questions; (3) a crosswalk between the research questions and the information to be collected; (4) instructions to study participants; (5) consent forms if needed; (6) description of and justification for incentives; (7) discussion of questions likely to be deemed “sensitive” by OMB; (8) limitations of the study and its potential use for policy decisions; and (9) table shells indicating how data will be tabulated and analyzed. In addition, the contractor shall include the anticipated response rates.

The contractor shall submit the draft OMB data collection clearance package to the COR within 162 weeks of the effective date of the contract. The COR will review the draft and provide any comments within four weeks of receipt. The contractor shall make revisions in response to COR comments and submit the revised OMB data collection clearance package to the COR within 168 weeks of the effective date of the

ATTACHMENT A – i3 Performance Work Statement (PWS)

contract. When acceptable, the COR will submit the OMB data collection clearance package for clearance.

The contractor shall submit the OMB data collection clearance package mindful that the OMB clearance process requires a minimum of 120 days and usually takes at least five months from ED's submission of the package (the revised package due within 168 weeks of the effective date of the contract) into the clearance process to receipt of OMB clearance.

The contractor shall be prepared to make revisions to the OMB data collection clearance package, to address questions that arise during the clearance process, and to submit to the COR any necessary modifications to the cleared OMB data collection clearance package such as extension requests.

Deliverables: Documentation of IRB approvals
 Draft OMB data collection clearance package
 Revised OMB data collection clearance package

Task 18 – Data Collection (Cost Reimbursement Task)

Using instruments and plans approved by the COR and OMB, the contractor shall collect data necessary to answer the key evaluation questions.

The contractor, as appropriate, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the "Buckley Amendment," Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or ED's final regulations on the protection of human research participants.

The contractor shall be required to establish procedures at its sites and at subcontractor sites to ensure confidentiality of data. Their systems shall be required to provide reasonable assurance that information identifying individuals is in files physically separated from other research data. The contractor and subcontractors shall be required to maintain security of the complete set of all master data files and documentation. Access to individually identifiable data shall be strictly controlled. At each site all data shall be kept in locked file cabinets during nonworking hours, and work on hardcopy data shall take place in a single room, except for data entry. Physical security of electronic data shall also be maintained. Security features that protect project data shall include password-protected accounts that authorize users to use the contractor's and subcontractors' information systems but only to access specific network directories and network software; user rights and directory and file attributes that limit those who can use particular directories and files and determine how they can use them; and, additional security features that the network administrators establish for projects as needed. Contractor and subcontractor employees who "maintain" (collect, maintain, use, or

ATTACHMENT A – i3 Performance Work Statement (PWS)

disseminate) such data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act (20 U.S.C. 9573).

In safeguarding personally identifiable information (PII), the contractor and its subcontractors also shall be subject to ED's requirements contained in ED's *Handbook for the Protection of Sensitive But Unclassified Information*, OCIO-15, and ED's policy that the transmission of sensitive but unclassified information, including PII, through an e-mail requires that the contents be password protected in a ZIP file.

18.1 Train data collection staff. To ensure that the data collection and coding staff have the skills necessary to perform their duties, and to ensure consistency, the contractor shall develop a training plan for data collectors. The types of data collection will be determined through Task 2 (Project Planning) and could be as simple as collecting existing reports of the grantees' local evaluations or as complex as assisting the local evaluators in obtaining student achievement data from districts and schools. The contractor shall base the data collector training plan on the COR and OMB-approved data collection plan (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package). The contractor shall submit the training plan to the COR within 158 weeks of the effective date of the contract. The contractor shall train all persons who collect, code, or otherwise have access to raw data in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request.

Deliverables: Training Plan

18.2 Collect data. Following COR and OMB-approved plans (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package), the contractor shall collect data (and/or local evaluation products for data extraction) to address the evaluation questions. The contractor shall submit biweekly updates on the status of the data collection to the COR during each period of data collection (expected to be December 2017 through March 2018).

Deliverables: Biweekly progress reports on data collection during periods of data collection

Task 19—Analysis and Reporting (Cost Reimbursement Task)

19.1 Produce Year Four GPRA report for FY 2014 cohort. The purpose of the year four GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable

ATTACHMENT A – i3 Performance Work Statement (PWS)

for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year four GPRA report within 208 weeks of the effective date of the contract. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year four GPRA report within 212 weeks of the effective date of the contract. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year four GPRA report to the COR within 216 weeks of the effective date of the contract.

Deliverables: Draft Year Four GPRA Report
 Revised Year Four GPRA Report
 Final Year Four GPRA Report

Task 20—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 37 through 48 of Option Period 3 and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff

ATTACHMENT A – i3 Performance Work Statement (PWS)

member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

E. Option Period 4 (Year Five of the FY 2014 Cohort)

ED will make a decision about exercising Option Period 4 by September 15, 2018. If exercised, the 14-month Option Period 4 will begin by the 49th month (expected to be December 15, 2018) and end after the 62nd month (expected to be February 1, 2020), overlapping with Option Period 3 by 2 months.

Task 21—Communicate with ED (Fixed-Price Task)

21.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 49 through 60 of Option Period 4).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

21.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 22 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the fifth year of the grants

ATTACHMENT A – i3 Performance Work Statement (PWS)

(months 49 through 60 of Option Period 4). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 21.1).

Deliverables: Biweekly reports on technical assistance

Task 23 – Data Collection (Cost Reimbursement Task)

Using instruments and plans approved by the COR and OMB, the contractor shall collect data necessary to answer the key evaluation questions.

The contractor, as appropriate, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the “Buckley Amendment,” Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or ED’s final regulations on the protection of human research participants.

The contractor shall be required to establish procedures at its sites and at subcontractor sites to ensure confidentiality of data. Their systems shall be required to provide reasonable assurance that information identifying individuals is in files physically separated from other research data. The contractor and subcontractors shall be required to maintain security of the complete set of all master data files and documentation. Access to individually identifiable data shall be strictly controlled. At each site all data shall be kept in locked file cabinets during nonworking hours, and work on hardcopy data shall take place in a single room, except for data entry. Physical security of electronic data shall also be maintained. Security features that protect project data shall include password-protected accounts that authorize users to use the contractor’s and subcontractors’ information systems but only to access specific network directories and network software; user rights and directory and file attributes that limit those who can use particular directories and files and determine how they can use them; and, additional security features that the network administrators establish for projects as needed. Contractor and subcontractor employees who “maintain” (collect, maintain, use, or disseminate) such data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act (20 U.S.C. 9573). In safeguarding personally identifiable information (PII), the contractor and its subcontractors also shall be subject to ED’s requirements contained in ED’s *Handbook for the Protection of Sensitive But Unclassified Information*, OCIO-15, and ED’s policy that the transmission of sensitive but unclassified information, including PII, through an e-mail requires that the contents be password protected in a ZIP file.

23.1 Train data collection staff. To ensure that the data collection and coding staff have the skills necessary to perform their duties, and to ensure consistency, the contractor shall develop a training plan for data collectors. The types of data collection will be determined through Task 2 (Project Planning) and could be as simple as collecting existing reports of the grantees’ local evaluations or as complex as assisting the local

ATTACHMENT A – i3 Performance Work Statement (PWS)

evaluators in obtaining student achievement data from districts and schools. The contractor shall base the data collector training plan on the COR and OMB-approved data collection plan (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package). The contractor shall submit the training plan to the COR within 210 weeks of the effective date of the contract. The contractor shall train all persons who collect, code, or otherwise have access to raw data in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request.

Deliverables: Training Plan

23.2 Collect data. Following COR and OMB-approved plans (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package), the contractor shall collect data (and/or local evaluation products for data extraction) to address the evaluation questions. The contractor shall submit biweekly updates on the status of the data collection to the COR during each period of data collection (expected to be December 2018 through March 2019).

Deliverables: Biweekly progress reports on data collection during periods of data collection

Task 24—Analysis and Reporting (Cost Reimbursement Task)

24.1 Produce Year Five GPRA report for FY 2014 cohort. The purpose of the year five GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year five GPRA report within 260 weeks of the effective date of the contract. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year five GPRA report within 264 weeks of the effective date of the contract. ED will review and provide any comments

ATTACHMENT A – i3 Performance Work Statement (PWS)

within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year five GPRA report to the COR within 268 weeks of the effective date of the contract.

Deliverables: Draft Year Five GPRA Report
 Revised Year Five GPRA Report
 Final Year Five GPRA Report

Task 25—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 49 through 60 of Option Period 4 and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

F. Option Period 5 (FY 2014 Cohort Final Report)

ED will make a decision about exercising Option Period 5 by September 14, 2019. If exercised, the 14-month Option Period 5 will begin by the 61st month (expected to be December 14, 2019) and end after the 74th month (expected to be January 31, 2021), overlapping with Option Period 4 by 2 months.

Task 26—Communicate with ED (Fixed-Price Task)

26.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 61 through 74 of Option Period 5).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

26.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 27 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

While the longest FY 2014 i3 grants will end early during Option Period 5, it is possible that the Office of Innovation and Improvement could award no-cost extensions to grantees to allow finalizing their independent evaluations. Should there be i3 evaluators in need of technical assistance, the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the implementation and reporting of their evaluations. The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 26.1).

Deliverables: Biweekly reports on technical assistance

Task 28 – Data Collection (Cost Reimbursement Task)

Using instruments and plans approved by the COR and OMB, the contractor shall collect data necessary to answer the key evaluation questions.

The contractor, as appropriate, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the “Buckley Amendment,” Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or ED’s final regulations on the protection of human research participants.

The contractor shall be required to establish procedures at its sites and at subcontractor sites to ensure confidentiality of data. Their systems shall be required to provide reasonable assurance that information identifying individuals is in files physically separated from other research data. The contractor and subcontractors shall be required to maintain security of the complete set of all master data files and documentation. Access to individually identifiable data shall be strictly controlled. At each site all data shall be kept in locked file cabinets during nonworking hours, and work on hardcopy data shall take place in a single room, except for data entry. Physical security of electronic data shall also be maintained. Security features that protect project data shall include password-protected accounts that authorize users to use the contractor’s and subcontractors’ information systems but only to access specific network directories and network software; user rights and directory and file attributes that limit those who can use particular directories and files and determine how they can use them; and, additional security features that the network administrators establish for projects as needed. Contractor and subcontractor employees who “maintain” (collect, maintain, use, or disseminate) such data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act (20 U.S.C. 9573). In safeguarding personally identifiable information (PII), the contractor and its subcontractors also shall be subject to ED’s requirements contained in ED’s *Handbook for the Protection of Sensitive But Unclassified Information*, OCIO-15, and ED’s policy that the transmission of sensitive but unclassified information, including PII, through an e-mail requires that the contents be password protected in a ZIP file.

28.1 Train data collection staff. To ensure that the data collection and coding staff have the skills necessary to perform their duties, and to ensure consistency, the contractor shall develop a training plan for data collectors. The types of data collection will be determined through Task 2 (Project Planning) and could be as simple as collecting existing reports of the grantees’ local evaluations or as complex as assisting the local evaluators in obtaining student achievement data from districts and schools. The contractor shall base the data collector training plan on the COR and OMB-approved data collection plan (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package). The contractor shall submit the training plan to the COR within 262 weeks of the effective date of the contract.

ATTACHMENT A – i3 Performance Work Statement (PWS)

The contractor shall train all persons who collect, code, or otherwise have access to raw data in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request.

Deliverables: Training Plan

28.2 Collect data. Following COR and OMB-approved plans (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package), the contractor shall collect data (and/or local evaluation products for data extraction) to address the evaluation questions. The contractor shall submit biweekly updates on the status of the data collection to the COR during each period of data collection (expected to be December 2019 through March 2020).

Deliverables: Biweekly progress reports on data collection during periods of data collection

Task 29—Analysis and Reporting (Cost Reimbursement Task)

29.1 Produce final report for FY 2014 cohort. The contractor shall conduct data analyses and prepare a final report for the FY 2014 cohort to include the data collection under task 28 through the 2018-2019 school years. The purpose of the final report is to provide an overall summary of the quality of the evaluations funded by i3 grantees and to summarize the findings of the evaluations. The final report will go through the IES peer review process and be released to the public. The contractor shall write the final report to be consistent with National Center for Education Statistics (NCES) and IES peer review standards.

The contractor shall write and organize the final report so that it is accessible to policy makers and research-savvy practitioners and suitable for publication by IES.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the FY 2014 cohort final report within 289 weeks of the effective date of the contract. The COR will review and provide any comments within four weeks. The contractor shall make revisions in response to COR comments and submit a revised draft of the final report to the COR that is ready for peer review within 297 weeks of the effective date of the contract. The COR will submit the report for peer review. Within approximately five weeks, the COR will provide comments to the contractor from the IES peer review. The contractor shall make revisions based on IES review comments and submit a revised final report and response memo within 306 weeks of the effective date of the contract. The contractor shall revise the report until all peer review comments are addressed and the report clears peer review

ATTACHMENT A – i3 Performance Work Statement (PWS)

(current experience is an average of three rounds of successively less extensive peer review comments). The contractor shall provide a web-ready and a print ready version of the report to the COR within 320 weeks of the effective date of the contract.

Deliverables: Draft FY 2014 cohort Final Report
Revised FY 2014 cohort Final Report peer review ready
Revised FY 2014 cohort Final Report and Response Memo
Print and Web-ready FY 2014 cohort Final Report

Task 30—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 61 through 74 of Option Period 5 and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

G. Option Period 6 (Year One of the FY 15 Cohort)

ED will make a decision about exercising Option Period 6 by September 19, 2015. If exercised, the 14-month Option Period 6 will begin by the 13th month (expected to be December 19, 2015) and end after the 26th month (expected to be February 5, 2017), overlapping with option period 1.

Task 1—Communicate with ED (Fixed-Price Task)

1.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 13 through 24 of the contract).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

1.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 2— Project Planning (Cost Reimbursement Task)

Since the quality of the designs proposed and the qualifications and experience of the proposed local evaluators must drive the technical assistance, and the proposed designs and types of interventions proposed must drive the analysis plan, the contractor shall review the funded applications in order to develop the project technical assistance and analysis plan.

ED's expectation is that all i3 grantees, regardless of grant type or study design, will receive proactive, regular technical assistance. Should prioritization become necessary, the contractor will negotiate proposed changes to the technical assistance plan with ED. There were 49 grantees in the 2010 cohort, 23 in the 2011 cohort, 20 in the 2012 cohort,

ATTACHMENT A – i3 Performance Work Statement (PWS)

and 25 in the 2013 cohort. The funding level for the FY 2014 competition is similar (\$142 million) to the levels in 2011 and 2012 (\$150 million) and 2013 (\$142 million).

ED's preliminary assumptions about reporting are to provide OII with information on the progress of the evaluations (including information they need to report on their GPRA performance measures) annually (during the base period and each option period), and a final report that also provides cross-site summary tables of findings for each cohort (in the 5th option period for the FY 2014 cohort, the 11th option period for the FY 2015 cohort, and the 17th option period for the FY 2016 cohort).

The contractor shall review the funded i3 applications to summarize their characteristics and to assess the evaluation technical assistance needs and analytic possibilities for i3 grantees. The contractor will submit a memo to the COR within eight weeks of the effective date of the option period that summarizes the types of interventions grantees will implement and test, the proposed evaluation designs, and the areas on which technical assistance is needed. Based on the review of the funded applications, the contractor shall submit a draft technical assistance and analysis plan to the COR within 14 weeks of the effective date of the option period. The COR will review the draft plan and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit a revised plan to the COR within 18 weeks of the effective date of the option period. The contractor shall request, in writing, COR approval for any subsequent changes to the approved plan. If approved, the contractor shall then revise the approved final plan document to incorporate the approved changes.

In the technical assistance plan, the contractor shall summarize the strengths and weaknesses of the i3 local evaluation plans, include draft feedback for each of the local evaluators, discuss the types and frequency of technical assistance to be provided to local evaluators (for example, sessions at annual grantee meetings held by the Office of Innovation and Improvement (OII), monthly calls, maintenance of the current registry of technical assistance resources), describe how well the draft designs conform to the i3 criteria developed under contract EDIES10C0064 and/or what additional information is necessary to make that determination, and discuss how technical assistance staff will be trained to provide consistent feedback and other assistance. Upon receipt of COR approval, the contractor shall disseminate the grantee-specific evaluation feedback to each grantee and local evaluator.

In the analysis plan, the contractor shall document the contents to be included in the year one GPRA report. The contractor shall document proposed methods for assessing the extent to which the local independent evaluations are well-designed and being well-implemented, and for summarizing the progress of the evaluations.

<u>Deliverables:</u>	Application summary memo
	Draft technical assistance and GPRA report analysis plan
	Revised technical assistance and GPRA report analysis plan

Task 3 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the first year of the grants (during months 13 through 24 of the contract). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 1).

Deliverables: Biweekly reports on technical assistance

Task 4—Analysis and Reporting (Cost Reimbursement Task)

4.1 Produce Year One GPRA report for FY 2015 cohort. The purpose of the year one GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year one GPRA report within 52 weeks of the effective date of the option period. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year one GPRA report within 56 weeks of the effective date of the option period. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year one GPRA report to the COR within 60 weeks of the effective date of the option period.

Deliverables: Draft Year One GPRA Report
Revised Year One GPRA Report
Final Year One GPRA Report

Task 5—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 13 through 24 of the contract and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

H. Option Period 7 (Year Two of the FY 15 Cohort)

ED will make a decision about exercising Option Period 7 by September 19, 2016. If exercised, the 14-month Option Period 7 will begin by the 25th month (expected to be December 19, 2016) and end after the 38th month (expected to be February 5, 2018), overlapping with option period 6 by 2 months.

Task 6—Communicate with ED (Fixed-Price Task)

6.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 25 through 36 of the contract).

ATTACHMENT A – i3 Performance Work Statement (PWS)

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

6.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 7 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the second year of the grants (months 25 through 36 of the contract). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 6.1).

Deliverables: Biweekly reports on technical assistance

Task 8—Analysis and Reporting (Cost Reimbursement Task)

8.1 Produce Year Two GPRA report for FY 2015 cohort. The purpose of the year two GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

ATTACHMENT A – i3 Performance Work Statement (PWS)

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year two GPRA report within 104 weeks of the effective date of the option period. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year two GPRA report within 108 weeks of the effective date of the option period. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year two GPRA report to the COR within 112 weeks of the effective date of the option period.

Deliverables: Draft Year Two GPRA Report
 Revised Year Two GPRA Report
 Final Year Two GPRA Report

Task 9—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 25 through 36 of Option Period 7 and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by

ATTACHMENT A – i3 Performance Work Statement (PWS)

individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

I. Option Period 8 (Year Three of the FY 15 Cohort)

ED will make a decision about exercising Option Period 8 by September 18, 2017. If exercised, the 14-month Option Period 8 will begin by the 37th month (expected to be December 18, 2017) and end after the 50th month (expected to be February 3, 2019), overlapping with Option Period 7 by 2 months.

Task 10—Communicate with ED (Fixed-Price Task)

10.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 37 through 48 of the contract).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

10.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 11 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the third year of the grants (months 37 through 48 of the contract). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 10.1).

Deliverables: Biweekly reports on technical assistance

Task 12—Analysis and Reporting (Cost Reimbursement Task)

12.1 Produce Year Three GPRA report for FY 2015 cohort. The purpose of the year three GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year three GPRA report within 156 weeks of the effective date of the option period. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year three GPRA report within 160 weeks of the effective date of the option period. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year three GPRA report to the COR within 164 weeks of the effective date of the option period.

Deliverables: Draft Year Three GPRA Report
Revised Year Three GPRA Report
Final Year Three GPRA Report

Task 13—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 37 through 48 of Option Period 8 and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and

events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.

- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

J. Option Period 9 (Year Four of the FY 15 Cohort)

ED will make a decision about exercising Option Period 9 by September 16, 2018. If exercised, the 14-month Option Period 9 will begin by the 49th month (expected to be December 16, 2018) and end after the 62nd month (expected to be February 2, 2020), overlapping with Option Period 8 by 2 months.

Task 14—Communicate with ED (Fixed-Price Task)

14.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 49 through 60 of the contract).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

14.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 15 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the fourth year of the grants (months 49 through 60 of the contract). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 14.1).

Deliverables: Biweekly reports on technical assistance

Task 16—Refine Analysis Plan (Fixed-Price Task)

For the final report for the FY 2015 cohort, the contractor shall prepare a detailed data analysis plan that documents the intended analyses to be conducted and included in the reports, as well as an annotated outline for the reports' contents and organization. In the data analysis plan, the contractor shall document proposed methods for assessing the extent to which the local independent evaluations are well-designed and being well-implemented, and for summarizing the progress of implementation of the practice, strategy, or program being tested as well as the progress of the evaluations. In addition to the preceding items, the contractor shall include in the analysis plan a discussion of the proposed methods for presenting a summary of findings to date across sites in table format as well as table shells (including a discussion of meta-analysis within key areas of practices, strategies, and programs where feasible).

The contractor shall provide the draft analysis plan for the final reports within 162 weeks of the effective date of the option period. The COR will review and provide any comments within four weeks. The contractor shall make revisions in response to COR comments and submit a revised analysis plan to the COR within 168 weeks of the effective date of the option period.

The contractor shall request, in writing, COR approval for any subsequent changes to the approved analysis plan. If approved, the contractor shall then revise the approved analysis plan document to incorporate the approved changes.

Deliverables: Draft Analysis Plan for FY 2015 cohort Final Report
Revised Analysis Plan for FY 2015 cohort Final Report

Task 17 – Prepare Data Collection Forms and Office of Management and Budget (OMB) Data Collection Clearance Package (Fixed-Price Task)

17.1 Obtain Institutional Review Board (IRB) Approval. If necessary, the contractor shall ensure that all aspects of the evaluation have been approved by the appropriate IRBs, including its own IRB. Documentation of all IRB approvals shall be submitted to the COR no later than 52 weeks after the effective date of the option period.

17.2 Prepare data collection forms and Obtain OMB Data Collection Clearance. The contractor shall design data collection instruments to address the key evaluation questions. The contractor shall prepare an OMB data collection clearance package that describes the study design and data collection instruments and activities, and includes the necessary forms required for OMB approval. The contractor shall ensure that the OMB data collection clearance package justifies the necessity for collecting the data and comprehensively responds to each required item in the instructions. In addition, the contractor shall ensure that the OMB data collection clearance package includes: (1) the study mandate and objectives; (2) the research questions; (3) a crosswalk between the research questions and the information to be collected; (4) instructions to study participants; (5) consent forms if needed; (6) description of and justification for incentives; (7) discussion of questions likely to be deemed “sensitive” by OMB; (8) limitations of the study and its potential use for policy decisions; and (9) table shells indicating how data will be tabulated and analyzed. In addition, the contractor shall include the anticipated response rates.

The contractor shall submit the draft OMB data collection clearance package to the COR within 162 weeks of the effective date of the option period. The COR will review the draft and provide any comments within four weeks of receipt. The contractor shall make revisions in response to COR comments and submit the revised OMB data collection clearance package to the COR within 168 weeks of the effective date of the option period. When acceptable, the COR will submit the OMB data collection clearance package for clearance.

The contractor shall submit the OMB data collection clearance package mindful that the OMB clearance process requires a minimum of 120 days and usually takes at least five months from ED’s submission of the package (the revised package due within 168 weeks of the effective date of the option period) into the clearance process to receipt of OMB clearance.

The contractor shall be prepared to make revisions to the OMB data collection clearance package, to address questions that arise during the clearance process, and to submit to the COR any necessary modifications to the cleared OMB data collection clearance package such as extension requests.

Deliverables: Documentation of IRB approvals
 Draft OMB data collection clearance package
 Revised OMB data collection clearance package

Task 18 – Data Collection (Cost Reimbursement Task)

Using instruments and plans approved by the COR and OMB, the contractor shall collect data necessary to answer the key evaluation questions.

The contractor, as appropriate, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the “Buckley Amendment,” Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or ED’s final regulations on the protection of human research participants.

The contractor shall be required to establish procedures at its sites and at subcontractor sites to ensure confidentiality of data. Their systems shall be required to provide reasonable assurance that information identifying individuals is in files physically separated from other research data. The contractor and subcontractors shall be required to maintain security of the complete set of all master data files and documentation. Access to individually identifiable data shall be strictly controlled. At each site all data shall be kept in locked file cabinets during nonworking hours, and work on hardcopy data shall take place in a single room, except for data entry. Physical security of electronic data shall also be maintained. Security features that protect project data shall include password-protected accounts that authorize users to use the contractor’s and subcontractors’ information systems but only to access specific network directories and network software; user rights and directory and file attributes that limit those who can use particular directories and files and determine how they can use them; and, additional security features that the network administrators establish for projects as needed. Contractor and subcontractor employees who “maintain” (collect, maintain, use, or disseminate) such data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act (20 U.S.C. 9573). In safeguarding personally identifiable information (PII), the contractor and its subcontractors also shall be subject to ED’s requirements contained in ED’s *Handbook for the Protection of Sensitive but Unclassified Information*, OCIO-15, and ED’s policy that the transmission of sensitive but unclassified information, including PII, through an e-mail requires that the contents be password protected in a ZIP file.

18.1 Train data collection staff. To ensure that the data collection and coding staff have the skills necessary to perform their duties, and to ensure consistency, the contractor shall develop a training plan for data collectors. The types of data collection will be determined through Task 2 (Project Planning) and could be as simple as collecting existing reports of the grantees’ local evaluations or as complex as assisting the local evaluators in obtaining student achievement data from districts and schools. The contractor shall base the data collector training plan on the COR and OMB-approved data collection plan (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package). The contractor shall submit the training plan to the COR within 158 weeks of the effective date of the option period.

ATTACHMENT A – i3 Performance Work Statement (PWS)

The contractor shall train all persons who collect, code, or otherwise have access to raw data in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request.

Deliverables: Training Plan

18.2 Collect data. Following COR and OMB-approved plans (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package); the contractor shall collect data (and/or local evaluation products for data extraction) to address the evaluation questions. The contractor shall submit biweekly updates on the status of the data collection to the COR during each period of data collection (expected to be December 2018 through March 2019).

Deliverables: Biweekly progress reports on data collection during periods of data collection

Task 19—Analysis and Reporting (Cost Reimbursement Task)

19.1 Produce Year Four GPRA report for FY 2015 cohort. The purpose of the year four GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provides technical assistance to the evaluators and the staff that assesses the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year four GPRA report within 208 weeks of the effective date of the option period. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year four GPRA report within 212 weeks of the effective date of the option period. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year four GPRA report to the COR within 216 weeks of the effective date of the option period.

Deliverables: Draft Year Four GPRA Report
Revised Year Four GPRA Report
Final Year Four GPRA Report

Task 20—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 49 through 60 of the contract and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

K. Option Period 10 (Year Five of the FY 2015 Cohort)

ED will make a decision about exercising Option Period 10 by September 15, 2019. If exercised, the 14-month Option Period 10 will begin by the 61st month (expected to be December 15, 2019) and end after the 74th month (expected to be February 1, 2021), overlapping with Option Period 9 by 2 months.

Task 21—Communicate with ED (Fixed-Price Task)

21.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 61 through 72 of the contract).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

21.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 22 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the fifth year of the grants (months 61 through 72 of the contract). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 21.1).

Deliverables: Biweekly reports on technical assistance

Task 23 – Data Collection (Cost Reimbursement Task)

Using instruments and plans approved by the COR and OMB, the contractor shall collect data necessary to answer the key evaluation questions.

The contractor, as appropriate, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the "Buckley Amendment," Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the

ATTACHMENT A – i3 Performance Work Statement (PWS)

Federal common rule or ED's final regulations on the protection of human research participants.

The contractor shall be required to establish procedures at its sites and at subcontractor sites to ensure confidentiality of data. Their systems shall be required to provide reasonable assurance that information identifying individuals is in files physically separated from other research data. The contractor and subcontractors shall be required to maintain security of the complete set of all master data files and documentation. Access to individually identifiable data shall be strictly controlled. At each site all data shall be kept in locked file cabinets during nonworking hours, and work on hardcopy data shall take place in a single room, except for data entry. Physical security of electronic data shall also be maintained. Security features that protect project data shall include password-protected accounts that authorize users to use the contractor's and subcontractors' information systems but only to access specific network directories and network software; user rights and directory and file attributes that limit those who can use particular directories and files and determine how they can use them; and, additional security features that the network administrators establish for projects as needed. Contractor and subcontractor employees who "maintain" (collect, maintain, use, or disseminate) such data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act (20 U.S.C. 9573). In safeguarding personally identifiable information (PII), the contractor and its subcontractors also shall be subject to ED's requirements contained in ED's *Handbook for the Protection of Sensitive but Unclassified Information*, OCIO-15, and ED's policy that the transmission of sensitive but unclassified information, including PII, through an e-mail requires that the contents be password protected in a ZIP file.

23.1 Train data collection staff. To ensure that the data collection and coding staff have the skills necessary to perform their duties, and to ensure consistency, the contractor shall develop a training plan for data collectors. The types of data collection will be determined through Task 2 (Project Planning) and could be as simple as collecting existing reports of the grantees' local evaluations or as complex as assisting the local evaluators in obtaining student achievement data from districts and schools. The contractor shall base the data collector training plan on the COR and OMB-approved data collection plan (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package). The contractor shall submit the training plan to the COR within 210 weeks of the effective date of the option period.

The contractor shall train all persons who collect, code, or otherwise have access to raw data in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request.

Deliverables: Training Plan

23.2 Collect data. Following COR and OMB-approved plans (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance

ATTACHMENT A – i3 Performance Work Statement (PWS)

Package); the contractor shall collect data (and/or local evaluation products for data extraction) to address the evaluation questions. The contractor shall submit biweekly updates on the status of the data collection to the COR during each period of data collection (expected to be December 2019 through March 2020).

Deliverables: Biweekly progress reports on data collection during periods of data collection

Task 24—Analysis and Reporting (Cost Reimbursement Task)

24.1 Produce Year Five GPRA report for FY 2015 cohort. The purpose of the year five GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provides technical assistance to the evaluators and the staff that assesses the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year five GPRA report within 260 weeks of the effective date of the option period. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year five GPRA report within 264 weeks of the effective date of the option period. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year five GPRA report to the COR within 268 weeks of the effective date of the option period.

Deliverables: Draft Year Five GPRA Report
Revised Year Five GPRA Report
Final Year Five GPRA Report

Task 25—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 61 through 72 of the contract and shall be submitted simultaneously with the submission of the

ATTACHMENT A – i3 Performance Work Statement (PWS)

contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

L. Option Period 11 (FY 2015 Cohort Final Report)

ED will make a decision about exercising Option Period 11 by September 14, 2020. If exercised, the 14-month Option Period 11 will begin by the 73rd month (expected to be December 14, 2020) and end after the 86th month (expected to be January 31, 2022), overlapping with Option Period 10 by 2 months.

Task 26—Communicate with ED (Fixed-Price Task)

26.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 73 through 86 of the contract).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

26.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 27 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

While the longest FY 2015 i3 grants will end early during Option Period 11, it is possible that the Office of Innovation and Improvement could award no-cost extensions to grantees to allow finalizing their independent evaluations. Should there be i3 evaluators in need of technical assistance, the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the implementation and reporting of their evaluations. The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 26.1).

Deliverables: Biweekly reports on technical assistance

Task 28 – Data Collection (Cost Reimbursement Task)

Using instruments and plans approved by the COR and OMB, the contractor shall collect data necessary to answer the key evaluation questions.

The contractor, as appropriate, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the "Buckley Amendment," Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or ED's final regulations on the protection of human research participants.

The contractor shall be required to establish procedures at its sites and at subcontractor sites to ensure confidentiality of data. Their systems shall be required to provide reasonable assurance that information identifying individuals is in files physically separated from other research data. The contractor and subcontractors shall be required to maintain security of the complete set of all master data files and documentation. Access to individually identifiable data shall be strictly controlled. At each site all data

shall be kept in locked file cabinets during nonworking hours, and work on hardcopy data shall take place in a single room, except for data entry. Physical security of electronic data shall also be maintained. Security features that protect project data shall include password-protected accounts that authorize users to use the contractor's and subcontractors' information systems but only to access specific network directories and network software; user rights and directory and file attributes that limit those who can use particular directories and files and determine how they can use them; and, additional security features that the network administrators establish for projects as needed. Contractor and subcontractor employees who "maintain" (collect, maintain, use, or disseminate) such data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act (20 U.S.C. 9573). In safeguarding personally identifiable information (PII), the contractor and its subcontractors also shall be subject to ED's requirements contained in ED's *Handbook for the Protection of Sensitive but Unclassified Information*, OCIO-15, and ED's policy that the transmission of sensitive but unclassified information, including PII, through an e-mail requires that the contents be password protected in a ZIP file.

28.1 Train data collection staff. To ensure that the data collection and coding staff have the skills necessary to perform their duties, and to ensure consistency, the contractor shall develop a training plan for data collectors. The types of data collection will be determined through Task 2 (Project Planning) and could be as simple as collecting existing reports of the grantees' local evaluations or as complex as assisting the local evaluators in obtaining student achievement data from districts and schools. The contractor shall base the data collector training plan on the COR and OMB-approved data collection plan (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package). The contractor shall submit the training plan to the COR within 262 weeks of the effective date of the option period.

The contractor shall train all persons who collect, code, or otherwise have access to raw data in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request.

Deliverables: Training Plan

28.2 Collect data. Following COR and OMB-approved plans (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package); the contractor shall collect data (and/or local evaluation products for data extraction) to address the evaluation questions. The contractor shall submit biweekly updates on the status of the data collection to the COR during each period of data collection (expected to be December 2020 through March 2021).

Deliverables: Biweekly progress reports on data collection during periods of data collection

Task 29—Analysis and Reporting (Cost Reimbursement Task)

29.1 Produce final report for FY 2015 cohort. The contractor shall conduct data analyses and prepare a final report for the FY 2015 cohort to include the data collection under task 28 through the 2019-2020 school years. The purpose of the final report is to provide an overall summary of the quality of the evaluations funded by i3 grantees and to summarize the findings of the evaluations. The final report will go through the IES peer review process and be released to the public. The contractor shall write the final report to be consistent with National Center for Education Statistics (NCES) and IES peer review standards.

The contractor shall write and organize the final report so that it is accessible to policy makers and research-savvy practitioners and suitable for publication by IES.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provides technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the FY 2015 cohort final report within 289 weeks of the effective date of the option period. The COR will review and provide any comments within four weeks. The contractor shall make revisions in response to COR comments and submit a revised draft of the final report to the COR that is ready for peer review within 297 weeks of the effective date of the option period. The COR will submit the report for peer review. Within approximately five weeks, the COR will provide comments to the contractor from the IES peer review. The contractor shall make revisions based on IES review comments and submit a revised final report and response memo within 306 weeks of the effective date of the option period. The contractor shall revise the report until all peer review comments are addressed and the report clears peer review (current experience is an average of three rounds of successively less extensive peer review comments). The contractor shall provide a web-ready and a print ready version of the report to the COR within 320 weeks of the effective date of the option period.

<u>Deliverables:</u>	Draft FY 2015 cohort Final Report
	Revised FY 2015 cohort Final Report peer review ready
	Revised FY 2015 cohort Final Report and Response Memo
	Print and Web-ready FY 2015 cohort Final Report

Task 30—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 73 through 86 of the contract and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

M. Option Period 12 (Year One of the FY 16 Cohort)

ED will make a decision about exercising Option Period 12 by September 19, 2016. If exercised, the 14-month Option Period 12 will begin by the 25th month (expected to be December 19, 2016) and end after the 38th month (expected to be February 5, 2018), overlapping with option periods 2 and 7.

Task 1—Communicate with ED (Fixed-Price Task)

1.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 25 through 36 of the contract).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

ATTACHMENT A – i3 Performance Work Statement (PWS)

1.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 2— Project Planning (Cost Reimbursement Task)

Since the quality of the designs proposed and the qualifications and experience of the proposed local evaluators must drive the technical assistance, and the proposed designs and types of interventions proposed must drive the analysis plan, the contractor shall review the funded applications in order to develop the project technical assistance and analysis plan.

ED's expectation is that all i3 grantees, regardless of grant type or study design, will receive proactive, regular technical assistance. Should prioritization become necessary, the contractor will negotiate proposed changes to the technical assistance plan with ED. There were 49 grantees in the 2010 cohort, 23 in the 2011 cohort, 20 in the 2012 cohort, and 25 in the 2013 cohort. The funding level for the FY 2014 competition is similar (\$142 million) to the levels in 2011 and 2012 (\$150 million) and 2013 (\$142 million).

ED's preliminary assumptions about reporting are to provide OII with information on the progress of the evaluations (including information they need to report on their GPRA performance measures) annually (during the base period and each option period), and a final report that also provides cross-site summary tables of findings for each cohort (in the 5th option period for the FY 2014 cohort, the 11th option period for the FY 2015 cohort, and the 17th option period for the FY 2016 cohort).

The contractor shall review the funded i3 applications to summarize their characteristics and to assess the evaluation technical assistance needs and analytic possibilities for i3 grantees. The contractor will submit a memo to the COR within eight weeks of the effective date of the option period that summarizes the types of interventions grantees will implement and test, the proposed evaluation designs, and the areas on which technical assistance is needed. Based on the review of the funded applications, the contractor shall submit a draft technical assistance and analysis plan to the COR within 14 weeks of the effective date of the option period. The COR will review the draft plan and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit a revised plan to the COR within 18 weeks of the effective date of the option period. The contractor shall request, in writing,

ATTACHMENT A – i3 Performance Work Statement (PWS)

COR approval for any subsequent changes to the approved plan. If approved, the contractor shall then revise the approved final plan document to incorporate the approved changes.

In the technical assistance plan, the contractor shall summarize the strengths and weaknesses of the i3 local evaluation plans, include draft feedback for each of the local evaluators, discuss the types and frequency of technical assistance to be provided to local evaluators (for example, sessions at annual grantee meetings held by the Office of Innovation and Improvement (OII), monthly calls, maintenance of the current registry of technical assistance resources), describe how well the draft designs conform to the i3 criteria developed under contract EDIES10C0064 and/or what additional information is necessary to make that determination, and discuss how technical assistance staff will be trained to provide consistent feedback and other assistance. Upon receipt of COR approval, the contractor shall disseminate the grantee-specific evaluation feedback to each grantee and local evaluator.

In the analysis plan, the contractor shall document the contents to be included in the year one GPRA report. The contractor shall document proposed methods for assessing the extent to which the local independent evaluations are well-designed and being well-implemented, and for summarizing the progress of the evaluations.

Deliverables: Application summary memo
 Draft technical assistance and GPRA report analysis plan
 Revised technical assistance and GPRA report analysis plan

Task 3 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the first year of the grants (during months 25 through 36 of the contract). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 1).

Deliverables: Biweekly reports on technical assistance

Task 4—Analysis and Reporting (Cost Reimbursement Task)

4.1 Produce Year One GPRA report for FY 2016 cohort. The purpose of the year one GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

ATTACHMENT A – i3 Performance Work Statement (PWS)

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year one GPRA report within 52 weeks of the effective date of the option period. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year one GPRA report within 56 weeks of the effective date of the option period. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year one GPRA report to the COR within 60 weeks of the effective date of the option period.

Deliverables: Draft Year One GPRA Report
 Revised Year One GPRA Report
 Final Year One GPRA Report

Task 5—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 25 through 36 of the contract and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.

- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

N. Option Period 13 (Year Two of the FY 16 Cohort)

ED will make a decision about exercising Option Period 13 by September 19, 2017. If exercised, the 14-month Option Period 13 will begin by the 37th month (expected to be December 19, 2017) and end after the 50th month (expected to be February 5, 2019), overlapping with option period 12 by 2 months.

Task 6—Communicate with ED (Fixed-Price Task)

6.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 37 through 48 of the contract).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

6.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 7 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the second year of the grants (months 37 through 48 of the contract). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 6.1).

Deliverables: Biweekly reports on technical assistance

Task 8—Analysis and Reporting (Cost Reimbursement Task)

8.1 Produce Year Two GPRA report for FY 2016 cohort. The purpose of the year two GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year two GPRA report within 104 weeks of the effective date of the option period. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year two GPRA report within 108 weeks of the effective date of the option period. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year two GPRA report to the COR within 112 weeks of the effective date of the option period.

Deliverables: Draft Year Two GPRA Report
Revised Year Two GPRA Report
Final Year Two GPRA Report

Task 9—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 37 through 48 of the contract and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

O. Option Period 14 (Year Three of the FY 16 Cohort)

ED will make a decision about exercising Option Period 14 by September 18, 2018. If exercised, the 14-month Option Period 14 will begin by the 49th month (expected to be December 18, 2018) and end after the 62nd month (expected to be February 3, 2020), overlapping with Option Period 13 by 2 months.

Task 10—Communicate with ED (Fixed-Price Task)

10.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 49 through 60 of the contract).

ATTACHMENT A – i3 Performance Work Statement (PWS)

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

10.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 11 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the third year of the grants (months 49 through 60 of the contract). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 10.1).

Deliverables: Biweekly reports on technical assistance

Task 12—Analysis and Reporting (Cost Reimbursement Task)

12.1 Produce Year Three GPRA report for FY 2016 cohort. The purpose of the year three GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance

ATTACHMENT A – i3 Performance Work Statement (PWS)

to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year three GPRA report within 156 weeks of the effective date of the option period. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year three GPRA report within 160 weeks of the effective date of the option period. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year three GPRA report to the COR within 164 weeks of the effective date of the option period.

Deliverables: Draft Year Three GPRA Report
 Revised Year Three GPRA Report
 Final Year Three GPRA Report

Task 13—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 49 through 60 of the contract and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

P. Option Period 15 (Year Four of the FY 16 Cohort)

ED will make a decision about exercising Option Period 15 by September 16, 2019. If exercised, the 14-month Option Period 15 will begin by the 61st month (expected to be December 16, 2019) and end after the 74th month (expected to be February 2, 2021), overlapping with Option Period 14 by 2 months.

Task 14—Communicate with ED (Fixed-Price Task)

14.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 61 through 72 of the contract).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

14.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 15 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the fourth year of the grants (months 61 through 72 of the contract). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 14.1).

Deliverables: Biweekly reports on technical assistance

Task 16—Refine Analysis Plan (Fixed-Price Task)

For the final report for the FY 2016 cohort, the contractor shall prepare a detailed data analysis plan that documents the intended analyses to be conducted and included in the reports, as well as an annotated outline for the reports' contents and organization. In the data analysis plan, the contractor shall document proposed methods for assessing the extent to which the local independent evaluations are well-designed and being well-implemented, and for summarizing the progress of implementation of the practice, strategy, or program being tested as well as the progress of the evaluations. In addition to the preceding items, the contractor shall include in the analysis plan a discussion of the proposed methods for presenting a summary of findings to date across sites in table format as well as table shells (including a discussion of meta-analysis within key areas of practices, strategies, and programs where feasible).

The contractor shall provide the draft analysis plan for the final reports within 162 weeks of the effective date of the option period. The COR will review and provide any comments within four weeks. The contractor shall make revisions in response to COR comments and submit a revised analysis plan to the COR within 168 weeks of the effective date of the option period.

The contractor shall request, in writing, COR approval for any subsequent changes to the approved analysis plan. If approved, the contractor shall then revise the approved analysis plan document to incorporate the approved changes.

Deliverables: Draft Analysis Plan for FY 2016 cohort Final Report
 Revised Analysis Plan for FY 2016 cohort Final Report

Task 17 – Prepare Data Collection Forms and Office of Management and Budget (OMB) Data Collection Clearance Package (Fixed-Price Task)

17.1 Obtain Institutional Review Board (IRB) Approval. If necessary, the contractor shall ensure that all aspects of the evaluation have been approved by the appropriate IRBs, including its own IRB. Documentation of all IRB approvals shall be submitted to the COR no later than 52 weeks after the effective date of the option period.

17.2 Prepare data collection forms and Obtain OMB Data Collection Clearance. The contractor shall design data collection instruments to address the key evaluation questions. The contractor shall prepare an OMB data collection clearance package that describes the study design and data collection instruments and activities, and includes the necessary forms required for OMB approval. The contractor shall ensure that the OMB data collection clearance package justifies the necessity for collecting the data and comprehensively responds to each required item in the instructions. In addition, the contractor shall ensure that the OMB data collection clearance package includes: (1) the study mandate and objectives; (2) the research questions; (3) a crosswalk between the research questions and the information to be collected; (4)

ATTACHMENT A – i3 Performance Work Statement (PWS)

instructions to study participants; (5) consent forms if needed; (6) description of and justification for incentives; (7) discussion of questions likely to be deemed “sensitive” by OMB; (8) limitations of the study and its potential use for policy decisions; and (9) table shells indicating how data will be tabulated and analyzed. In addition, the contractor shall include the anticipated response rates.

The contractor shall submit the draft OMB data collection clearance package to the COR within 162 weeks of the effective date of the option period. The COR will review the draft and provide any comments within four weeks of receipt. The contractor shall make revisions in response to COR comments and submit the revised OMB data collection clearance package to the COR within 168 weeks of the effective date of the option period. When acceptable, the COR will submit the OMB data collection clearance package for clearance.

The contractor shall submit the OMB data collection clearance package mindful that the OMB clearance process requires a minimum of 120 days and usually takes at least five months from ED’s submission of the package (the revised package due within 168 weeks of the effective date of the option period) into the clearance process to receipt of OMB clearance.

The contractor shall be prepared to make revisions to the OMB data collection clearance package, to address questions that arise during the clearance process, and to submit to the COR any necessary modifications to the cleared OMB data collection clearance package such as extension requests.

Deliverables: Documentation of IRB approvals
 Draft OMB data collection clearance package
 Revised OMB data collection clearance package

Task 18 – Data Collection (Cost Reimbursement Task)

Using instruments and plans approved by the COR and OMB, the contractor shall collect data necessary to answer the key evaluation questions.

The contractor, as appropriate, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the “Buckley Amendment,” Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or ED’s final regulations on the protection of human research participants.

The contractor shall be required to establish procedures at its sites and at subcontractor sites to ensure confidentiality of data. Their systems shall be required to provide reasonable assurance that information identifying individuals is in files physically separated from other research data. The contractor and subcontractors shall be required to maintain security of the complete set of all master data files and documentation.

ATTACHMENT A – i3 Performance Work Statement (PWS)

Access to individually identifiable data shall be strictly controlled. At each site all data shall be kept in locked file cabinets during nonworking hours, and work on hardcopy data shall take place in a single room, except for data entry. Physical security of electronic data shall also be maintained. Security features that protect project data shall include password-protected accounts that authorize users to use the contractor's and subcontractors' information systems but only to access specific network directories and network software; user rights and directory and file attributes that limit those who can use particular directories and files and determine how they can use them; and, additional security features that the network administrators establish for projects as needed. Contractor and subcontractor employees who "maintain" (collect, maintain, use, or disseminate) such data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act (20 U.S.C. 9573). In safeguarding personally identifiable information (PII), the contractor and its subcontractors also shall be subject to ED's requirements contained in ED's *Handbook for the Protection of Sensitive but Unclassified Information*, OCIO-15, and ED's policy that the transmission of sensitive but unclassified information, including PII, through an e-mail requires that the contents be password protected in a ZIP file.

18.1 Train data collection staff. To ensure that the data collection and coding staff have the skills necessary to perform their duties, and to ensure consistency, the contractor shall develop a training plan for data collectors. The types of data collection will be determined through Task 2 (Project Planning) and could be as simple as collecting existing reports of the grantees' local evaluations or as complex as assisting the local evaluators in obtaining student achievement data from districts and schools. The contractor shall base the data collector training plan on the COR and OMB-approved data collection plan (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package). The contractor shall submit the training plan to the COR within 158 weeks of the effective date of the option period.

The contractor shall train all persons who collect, code, or otherwise have access to raw data in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request.

Deliverables: Training Plan

18.2 Collect data. Following COR and OMB-approved plans (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package); the contractor shall collect data (and/or local evaluation products for data extraction) to address the evaluation questions. The contractor shall submit biweekly updates on the status of the data collection to the COR during each period of data collection (expected to be December 2019 through March 2020).

Deliverables: Biweekly progress reports on data collection during periods of data collection

Task 19—Analysis and Reporting (Cost Reimbursement Task)

19.1 Produce Year Four GPRA report for FY 2016 cohort. The purpose of the year four GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year four GPRA report within 208 weeks of the effective date of the option period. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year four GPRA report within 212 weeks of the effective date of the option period. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year four GPRA report to the COR within 216 weeks of the effective date of the option period.

Deliverables: Draft Year Four GPRA Report
 Revised Year Four GPRA Report
 Final Year Four GPRA Report

Task 20—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 61 through 72 of the contract and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and

ATTACHMENT A – i3 Performance Work Statement (PWS)

events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.

- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

Q. Option Period 16 (Year Five of the FY 2016 Cohort)

ED will make a decision about exercising Option Period 16 by September 15, 2020. If exercised, the 14-month Option Period 16 will begin by the 73rd month (expected to be December 15, 2020) and end after the 86th month (expected to be February 1, 2022), overlapping with Option Period 15 by 2 months.

Task 21—Communicate with ED (Fixed-Price Task)

21.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 73 through 84 of the contract).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

21.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

ATTACHMENT A – i3 Performance Work Statement (PWS)

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 22 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

Following the COR-approved technical assistance plan (Task 2-Project Planning), the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the design and implementation of their evaluations during the fifth year of the grants (months 73 through 84 of the contract). The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 21.1).

Deliverables: Biweekly reports on technical assistance

Task 23 – Data Collection (Cost Reimbursement Task)

Using instruments and plans approved by the COR and OMB, the contractor shall collect data necessary to answer the key evaluation questions.

The contractor, as appropriate, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the "Buckley Amendment," Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or ED's final regulations on the protection of human research participants.

The contractor shall be required to establish procedures at its sites and at subcontractor sites to ensure confidentiality of data. Their systems shall be required to provide reasonable assurance that information identifying individuals is in files physically separated from other research data. The contractor and subcontractors shall be required to maintain security of the complete set of all master data files and documentation. Access to individually identifiable data shall be strictly controlled. At each site all data shall be kept in locked file cabinets during nonworking hours, and work on hardcopy data shall take place in a single room, except for data entry. Physical security of electronic data shall also be maintained. Security features that protect project data shall include password-protected accounts that authorize users to use the contractor's and subcontractors' information systems but only to access specific network directories and network software; user rights and directory and file attributes that limit those who can use particular directories and files and determine how they can use them; and, additional security features that the network administrators establish for projects as needed. Contractor and subcontractor employees who "maintain" (collect, maintain, use, or

ATTACHMENT A – i3 Performance Work Statement (PWS)

disseminate) such data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act (20 U.S.C. 9573).

In safeguarding personally identifiable information (PII), the contractor and its subcontractors also shall be subject to ED's requirements contained in ED's *Handbook for the Protection of Sensitive but Unclassified Information*, OCIO-15, and ED's policy that the transmission of sensitive but unclassified information, including PII, through an e-mail requires that the contents be password protected in a ZIP file.

23.1 Train data collection staff. To ensure that the data collection and coding staff have the skills necessary to perform their duties, and to ensure consistency, the contractor shall develop a training plan for data collectors. The types of data collection will be determined through Task 2 (Project Planning) and could be as simple as collecting existing reports of the grantees' local evaluations or as complex as assisting the local evaluators in obtaining student achievement data from districts and schools. The contractor shall base the data collector training plan on the COR and OMB-approved data collection plan (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package). The contractor shall submit the training plan to the COR within 210 weeks of the effective date of the option period.

The contractor shall train all persons who collect, code, or otherwise have access to raw data in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request.

Deliverables: Training Plan

23.2 Collect data. Following COR and OMB-approved plans (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package); the contractor shall collect data (and/or local evaluation products for data extraction) to address the evaluation questions. The contractor shall submit biweekly updates on the status of the data collection to the COR during each period of data collection (expected to be December 2020 through March 2021).

Deliverables: Biweekly progress reports on data collection during periods of data collection

Task 24—Analysis and Reporting (Cost Reimbursement Task)

24.1 Produce Year Five GPRA report for FY 2016 cohort. The purpose of the year five GPRA report is to update ED on the progress of the local independent evaluations, including the extent to which the evaluations are well-designed and being well-implemented for the purpose of supporting ED with GPRA reporting. This report will not go through the IES peer review process, but will undergo review by at least the COR and OII and will potentially be posted on the ED website.

ATTACHMENT A – i3 Performance Work Statement (PWS)

The contractor shall write and organize the report so that they are accessible to policy makers and research-savvy practitioners rather than for academic researchers and suitable for posting on the OII i3 website. Should ED choose to post these reports on the website, OII will be responsible for posting the reports.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the year five GPRA report within 260 weeks of the effective date of the option period. The COR will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to COR comments and submit to the COR a revised year five GPRA report within 264 weeks of the effective date of the option period. ED will review and provide any comments within two weeks of receipt. The contractor shall make revisions in response to ED comments and submit the final year five GPRA report to the COR within 268 weeks of the effective date of the option period.

Deliverables: Draft Year Five GPRA Report
 Revised Year Five GPRA Report
 Final Year Five GPRA Report

Task 25—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 73 through 84 of the contract and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These

ATTACHMENT A – i3 Performance Work Statement (PWS)

reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

R. Option Period 17 (FY 2016 Cohort Final Report)

ED will make a decision about exercising Option Period 17 by September 14, 2021. If exercised, the 14-month Option Period 17 will begin by the 85th month (expected to be December 14, 2021) and end after the 98th month (expected to be January 31, 2023), overlapping with Option Period 16 by 2 months.

Task 26—Communicate with ED (Fixed-Price Task)

26.1 Periodic Telephone Calls. The contractor shall participate in regular telephone calls with the COR to discuss the progress of the local evaluations and the contract, including any anticipated problems and proposed solutions to those problems. ED assumes calls every other week (during months 85 through 98 of the contract).

Within two working days of each call, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed along with the contractor's understanding of the COR's technical direction.

Deliverables: Summaries of telephone calls

26.2 Quarterly Meetings. The contractor shall participate in quarterly meetings with the COR and the OII program staff to discuss the progress of the local evaluations and any problems and proposed solutions to those problems. ED will provide an agenda for these meetings at least one week in advance, and will invite the contractor to make additions to the agenda. ED plans for half of the meetings to be conducted by conference call.

Within two working days of each meeting, the contractor shall submit to the COR a brief summary of the key issues and concerns discussed as well as the contractor's understanding of next steps.

Deliverables: Summaries of meetings

Task 27 – Provide Technical Assistance to i3 Independent Local Evaluators (Cost Reimbursement Task)

ATTACHMENT A – i3 Performance Work Statement (PWS)

While the longest FY 2016 i3 grants will end early during Option Period 17, it is possible that the Office of Innovation and Improvement could award no-cost extensions to grantees to allow finalizing their independent evaluations. Should there be i3 evaluators in need of technical assistance, the contractor shall provide technical assistance to i3 grantees' independent local evaluators on the implementation and reporting of their evaluations. The contractor shall submit a biweekly update on the technical assistance (focusing on any known risks to the evaluations) to the COR at least one workday prior to each biweekly call (see Task 26.1).

Deliverables: Biweekly reports on technical assistance

Task 28 – Data Collection (Cost Reimbursement Task)

Using instruments and plans approved by the COR and OMB, the contractor shall collect data necessary to answer the key evaluation questions.

The contractor, as appropriate, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the “Buckley Amendment,” Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or ED’s final regulations on the protection of human research participants.

The contractor shall be required to establish procedures at its sites and at subcontractor sites to ensure confidentiality of data. Their systems shall be required to provide reasonable assurance that information identifying individuals is in files physically separated from other research data. The contractor and subcontractors shall be required to maintain security of the complete set of all master data files and documentation. Access to individually identifiable data shall be strictly controlled. At each site all data shall be kept in locked file cabinets during nonworking hours, and work on hardcopy data shall take place in a single room, except for data entry. Physical security of electronic data shall also be maintained. Security features that protect project data shall include password-protected accounts that authorize users to use the contractor’s and subcontractors’ information systems but only to access specific network directories and network software; user rights and directory and file attributes that limit those who can use particular directories and files and determine how they can use them; and, additional security features that the network administrators establish for projects as needed. Contractor and subcontractor employees who “maintain” (collect, maintain, use, or disseminate) such data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act (20 U.S.C. 9573). In safeguarding personally identifiable information (PII), the contractor and its subcontractors also shall be subject to ED’s requirements contained in ED’s *Handbook for the Protection of Sensitive but Unclassified Information*, OCIO-15, and ED’s policy that the transmission of sensitive but unclassified information, including PII, through an e-mail requires that the contents be password protected in a ZIP file.

ATTACHMENT A – i3 Performance Work Statement (PWS)

28.1 Train data collection staff. To ensure that the data collection and coding staff have the skills necessary to perform their duties, and to ensure consistency, the contractor shall develop a training plan for data collectors. The types of data collection will be determined through Task 2 (Project Planning) and could be as simple as collecting existing reports of the grantees' local evaluations or as complex as assisting the local evaluators in obtaining student achievement data from districts and schools. The contractor shall base the data collector training plan on the COR and OMB-approved data collection plan (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package). The contractor shall submit the training plan to the COR within 262 weeks of the effective date of the option period.

The contractor shall train all persons who collect, code, or otherwise have access to raw data in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request.

Deliverables: Training Plan

28.2 Collect data. Following COR and OMB-approved plans (Task 2-Project Planning and Task 17-Prepare Data Collection Forms and OMB Data Collection Clearance Package); the contractor shall collect data (and/or local evaluation products for data extraction) to address the evaluation questions. The contractor shall submit biweekly updates on the status of the data collection to the COR during each period of data collection (expected to be December 2021 through March 2022).

Deliverables: Biweekly progress reports on data collection during periods of data collection

Task 29—Analysis and Reporting (Cost Reimbursement Task)

29.1 Produce final report for FY 2016 cohort. The contractor shall conduct data analyses and prepare a final report for the FY 2016 cohort to include the data collection under task 28 through the 2020-2021 school years. The purpose of the final report is to provide an overall summary of the quality of the evaluations funded by i3 grantees and to summarize the findings of the evaluations. The final report will go through the IES peer review process and be released to the public. The contractor shall write the final report to be consistent with National Center for Education Statistics (NCES) and IES peer review standards.

The contractor shall write and organize the final report so that it is accessible to policy makers and research-savvy practitioners and suitable for publication by IES.

In order to ensure objectivity to analysis and reporting, the contractor shall develop procedures to maintain independence between the staff that provide technical assistance

ATTACHMENT A – i3 Performance Work Statement (PWS)

to the evaluators and the staff that assess the extent to which evaluations are well-designed and well-implemented, analyze, and report the findings.

The contractor shall submit to the COR a draft of the FY 2016 cohort final report within 289 weeks of the effective date of the option period. The COR will review and provide any comments within four weeks. The contractor shall make revisions in response to COR comments and submit a revised draft of the final report to the COR that is ready for peer review within 297 weeks of the effective date of the option period. The COR will submit the report for peer review. Within approximately five weeks, the COR will provide comments to the contractor from the IES peer review. The contractor shall make revisions based on IES review comments and submit a revised final report and response memo within 306 weeks of the effective date of the option period. The contractor shall revise the report until all peer review comments are addressed and the report clears peer review (current experience is an average of three rounds of successively less extensive peer review comments). The contractor shall provide a web-ready and a print ready version of the report to the COR within 320 weeks of the effective date of the option period.

Deliverables: Draft FY 2016 cohort Final Report
Revised FY 2016 cohort Final Report peer review ready
Revised FY 2016 cohort Final Report and Response Memo
Print and Web-ready FY 2016 cohort Final Report

Task 30—Reporting Requirements (Fixed-Price Task)

The contractor shall prepare monthly reports and submit the reports to the COR and the CS within ten workdays after the end of each calendar month of months 85 through 98 of the contract and shall be submitted simultaneously with the submission of the contractor's voucher charging ED for the work completed during the month for which the performance is being reported. The following reports are required:

- **Monthly Progress Report/Exception Reports.** The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. In the monthly progress reports, the contractor shall summarize the major activities and accomplishments for the reporting period. In addition, the reports shall provide information for each project task and subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the contract, and identify and discuss any decisions which may be needed from ED. If there are no exceptions, the reports shall state that there are no exceptions. If there are exceptions, the contractor shall describe the plan for resolving the problems.
- **Monthly Manpower/Expenditure Reports.** The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These

ATTACHMENT A – i3 Performance Work Statement (PWS)

reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member (including staff from subcontractors) the hours charged by task and subtask. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures; segregating project costs by individual and by task and subtask, and specifying for all travel the locations, duration, and personnel for each trip.

Deliverables: Monthly reports

III. GOVERNMENT FURNISHED INFORMATION

The Government shall provide the following documents produced under the first i3 contract (ED-IES-10-C-0064), to the contractor as Government Furnished Information (GFI):

- National Evaluation of i3 Analysis and Reporting Plan,
- Evaluation Design Summary Template,
- Contrast Tool, and
- Customized Technical Assistance Plan template.

IV. Compliance with ED IT Security Policy

The contractor, and all sub-contractors, shall comply with the Department of Education's IT security policy requirements, specifically those set forth in the 'Handbook for Information Assurance Security Policy (OCIO-01)', and other applicable procedures and guidance. The contractor, and all sub-contractors, shall develop and implement management, operational and technical security controls to assure required levels of protection for information systems. The contractor, and all sub-contractors, shall further comply with all applicable Federal IT security requirements including, but not limited to, the Federal Information Security Management Act (FISMA) of 2002, Office of Management and Budget (OMB) Circular A-130 Appendix III, Homeland Security Presidential Directives (HSPD), the National Institute of Standards and Technology (NIST) standards and guidance, and the Federal Risk and Authorization Management Program (FedRAMP) requirements and guidance.

These security requirements include, but are not limited to, the successful Security Authorization (SA) of the system (includes commercially owned and operated systems managed by the commercial vendor and its sub-contractors, supporting Department programs, contracts, and projects); obtaining a full Authority to Operate (ATO) before being granted operational status; performance of annual self-assessments of security controls; annual Contingency Plan testing; performance of periodic vulnerability scans; updating all information system security documentation as changes occur; and other continuous monitoring activities, which may include, mapping, penetration and other intrusive scanning. Full and unfettered access for the Department's third party Managed

ATTACHMENT A – i3 Performance Work Statement (PWS)

Security Services Provider (MSSP)⁵ must be granted to access all computers and networks used for this system. Additionally, when there is a significant change to the system's security posture, the system (Federal and commercial prime- and sub- contractors included) must have a new SA, with all required activities to obtain a new ATO, signed by the Authorizing Official (AO).

System security controls shall be designed and implemented consistent with NIST SP 800-53 Rev 3, 'Recommended Security Controls for Federal Information Systems and Organizations.' All NIST SP 800-53 controls must be tested / assessed no less than every 3 years, according to federal and Department policy. The risk impact level of the system will be determined via the completion of the Department's inventory form and shall meet the accurate depiction of security categorization as outlined in Federal Information Publishing Standards (FIPS) 199, 'Standards for Security Categorization of Federal Information and Information Systems.'

System security documentation shall be developed to record and support the implementation of the security controls for the system. This documentation shall be maintained for the life of the system. The contractor, and all sub-contractors, shall review and update the system security documentation at least annually and after significant changes to the system, to ensure the relevance and accurate depiction of the implemented system controls and to reflect changes to the system and its environment of operation. Security documentation must be developed in accordance with the NIST 800 series and Department of Education policy and guidance.

The contractor, and all sub-contractors, shall allow Department employees (or Department designated third party contractors) access to the hosting facility to conduct SA activities to include control reviews in accordance with NIST SP 800-53, Rev. 3 and NIST SP 800-53A. The contractor, and all sub-contractors, shall be available for interviews and demonstrations of security control compliance to support the SA process and continuous monitoring of system security. In addition, if the system is rated as 'Moderate' or 'High' for FIPS 199 risk impact, vulnerability scanning and penetration testing shall be performed on the hosting facility and application as part of the SA process. Appropriate access agreements will be reviewed and signed before any scanning or testing occurs.

Identified deficiencies between required NIST SP 800-53 Rev. 3 controls and the contractor's, and all sub-contractor's implementation, as documented in the Risk Assessment Report, System Security Plan (SSP) and Security Assessment Report (SAR), shall be tracked for mitigation through the development of a Plan of Action and Milestones (POA&M) in accordance with the 'Handbook for Information Assurance Security Policy (OCIO-01).' Depending on the severity of the deficiencies, the Department may require remediation before an ATO is issued.

⁵ It is incumbent upon all offerors to incorporate anticipated costs into their proposals arising from these activities. Any offeror submitting a proposal inherently accepts the burdens and expenses of these intrusive scans by the Department, third party MSSP vendors, as well as IV&V agents working on behalf of the Department's interests.

All awarded contracts shall ensure that:

1. Their IT product/system is monitored during all hours of operations using entrusted detective/preventive systems;
2. Their IT product/system has current antiviral products installed and operational;
3. Their IT product/system is scanned on a reoccurring basis;
4. Vulnerabilities are remediated in a timely manner on their IT product/system; and
5. Access/view for cyber security situational awareness on their IT product/system is made available to the Department CIRC (cyber incident response capability).

Internet Protocol version 6 (IPv6)

For IPv6, the contractor shall provide COTS solutions that are IPv6 capable. An IPv6 capable system or product shall be capable of receiving, processing, transmitting and forwarding IPv6 packets and/or interfacing with other systems and protocols in a manner similar to that of IPv4. Specific criteria to be deemed IPv6 capable are:

- An IPv6 capable system that meets the IPv6 base requirements defined by the USGv6 Profile (<http://www.antd.nist.gov/usgv6/profile.html>).
- Systems being developed, procured or acquired shall maintain interoperability with IPv4 systems/capabilities.
- Systems shall implement IPv4/IPv6 dual-stack and shall also be built to determine which protocol layer to use depending on the destination host it is attempting to communicate with or establish a socket with. If either protocol is possible, systems shall employ IPv6.

The contractor shall provide IPv6 technical support for system development, implementation and management.

Reporting of Data Security Breaches

If there is a suspected or known breach/disclosure of PII due to lost, theft, intercepted transfer, or other, the contractor must ensure that this breach is reported to the agency as soon as the contractor has knowledge of it. Per Office of Management and Budget Memorandum M-06-19, Federal agencies have a requirement to report breaches of PII security to a Federal incident response center. IES must notify the department within 30 minutes of discovering the incident (and the agency should not distinguish between suspected or confirmed breaches). The data security plan must be written to reflect this requirement, and the contractor must provide sufficient notification and documentation of the suspected loss, as it is understood at the time of notification to the agency for this requirement to be met. Follow-up reports of the final status of loss events will also be prepared by the contractor within a reasonable period of time as advised by the IES COR.

V. SCHEDULE OF DELIVERABLES and DELIVERABLE SUBMISSION STANDARDS

ATTACHMENT A – i3 Performance Work Statement (PWS)

The contractor shall submit all deliverables to ED’s Contracting Officer’s Representative (COR), Contracting Officer (CO), and Contract Specialist (CS) electronically. The contractor shall be fully responsive to ED comments and technical direction in deliverable revisions and shall clarify with the COR any points of confusion about or disagreement with ED comments and technical direction prior to the submission of revised deliverables. Unless indicated otherwise, the COR will notify the contractor within two weeks of receipt of any changes required in the deliverable, and the contractor shall have up to two weeks to make the necessary revisions and submit a final deliverable to the Department.

The COR reserves the right to inspect the contractor’s work while in process. The contractor shall submit to the COR any progress report or other written documentation of work to date that the COR requests to facilitate that inspection, according to contract clause 52.246-4 (fixed price) and 52.246-5 (cost-reimbursement).

Task	Deliverable	Due Date, After the Contract’s Beginning Date/Option Period Exercised, unless otherwise specified	FY 2014 COHORT Estimated Due Date (Based on 12/13/2014 award)	FY 2015 COHORT Estimated Due Date (with 12/19/15 option period start date)	FY 2016 COHORT Estimated Due Date (with 12/19/16 option period start date)
A. BASE PERIOD/G. OPTION PERIOD 6/M. OPTION PERIOD 12					
1.1	Memo summarizing kick-off meeting	one week after meeting	1/3/2015	NA	NA
1.2	Summaries of telephone calls	two working days after each call			
1.3	Summaries of meetings	two working days after each meeting			
1.4	i3 Contract Reconnaissance and Continuity Plan	two weeks	12/27/2014	NA	NA
2	Application summary memo	eight weeks	2/7/2015	2/7/2015	2/7/2016
2	Draft technical assistance and GPRA report analysis plan	14 weeks	3/21/2015	3/21/2015	3/21/2016
2	Revised technical assistance and GPRA report analysis plan	18 weeks	4/18/2015	4/18/2015	4/18/2016
3	Biweekly report on technical assistance	At least one business day prior to biweekly calls			
4.1	Draft Year One GPRA	52 weeks	12/12/2014	12/12/2015	12/12/2016

ATTACHMENT A – i3 Performance Work Statement (PWS)

Task	Deliverable	Due Date, After the Contract's Beginning Date/Option Period Exercised, unless otherwise specified	FY 2014 COHORT Estimated Due Date (Based on 12/13/2014 award)	FY 2015 COHORT Estimated Due Date (with 12/19/15 option period start date)	FY 2016 COHORT Estimated Due Date (with 12/19/16 option period start date)
	Report				
4.1	Revised Year One GPRA Report	56 weeks	1/9/2015	1/9/2016	1/9/2017
4.1	Final Year One GPRA Report	60 weeks	2/6/2015	2/6/2016	2/6/2017
5	Monthly reports (progress/exception and manpower/expenditure)	Within ten business days of the end of each calendar month			
OPTION PERIOD 1/H. OPTION PERIOD 7/N. OPTION PERIOD 13					
6.1	Summaries of telephone calls	two working days after each call			
6.2	Summaries of meetings	two working days after each meeting			
7	Biweekly report on technical assistance	At least one business day prior to biweekly calls			
8.1	Draft Year Two GPRA Report	104 weeks	12/11/2015	12/11/2016	12/11/2017
8.1	Revised Year Two GPRA Report	108 weeks	1/8/2016	1/8/2017	1/8/2018
8.1	Final Year Two GPRA Report	112 weeks	2/5/2016	2/5/2017	2/5/2018
9	Monthly reports (progress/exception and manpower/expenditure)	Within ten business days of the end of each calendar month			
B. OPTION PERIOD 2/L. OPTION PERIOD 8/O. OPTION PERIOD 14					
10.1	Summaries of telephone calls	two working days after each call			
10.2	Summaries of meetings	two working days after each meeting			
11	Biweekly report on technical assistance	At least one business day prior to biweekly calls			

ATTACHMENT A – i3 Performance Work Statement (PWS)

Task	Deliverable	Due Date, After the Contract's Beginning Date/Option Period Exercised, unless otherwise specified	FY 2014 COHORT Estimated Due Date (Based on 12/13/2014 award)	FY 2015 COHORT Estimated Due Date (with 12/19/15 option period start date)	FY 2016 COHORT Estimated Due Date (with 12/19/16 option period start date)
12.1	Draft Year Three GPRA Report	156 weeks	12/9/2016	12/9/2017	12/9/2018
12.1	Revised Year Three GPRA Report	160 weeks	1/6/2017	1/6/2018	1/6/2019
12.1	Final Year Three GPRA Report	164 weeks	2/3/2017	2/3/2018	2/3/2019
13	Monthly reports (progress/exception and manpower/expenditure)	Within ten business days of the end of each calendar month			
C. OPTION PERIOD 3/J. OPTION PERIOD 9/P. OPTION PERIOD 15					
14.1	Summaries of telephone calls	two working days after each call			
14.2	Summaries of meetings	two working days after each meeting			
15	Biweekly report on technical assistance	At least one business day prior to biweekly calls			
16	Draft Analysis Plan for final reports	162 weeks	1/20/2017	1/20/2018	1/20/2019
16	Revised Analysis Plan for final reports	168 weeks	3/3/2017	3/3/2018	3/3/2019
17.1	Documentation of IRB approvals	52 weeks	12/12/2014	12/12/2015	12/12/2016
17.2	Draft OMB data collection clearance package	162 weeks	1/20/2017	1/20/2018	1/20/2019
17.2	Revised OMB data collection clearance package	168 weeks	3/3/2017	3/3/2018	3/3/2019
18.1	Training plan	157 weeks	12/16/2016	12/16/2017	12/16/2018
18.2	Biweekly progress reports on data collection	Biweekly during data collection (expected Dec 2016 – Mar 2017)			
19.1	Draft Year Four GPRA Report	208 weeks	12/8/2017	12/8/2018	12/8/2019
19.1	Revised Year Four GPRA	212 weeks	1/5/2018	1/5/2019	1/5/2020

ATTACHMENT A – i3 Performance Work Statement (PWS)

Task	Deliverable	Due Date, After the Contract's Beginning Date/Option Period Exercised, unless otherwise specified	FY 2014 COHORT Estimated Due Date (Based on 12/13/2014 award)	FY 2015 COHORT Estimated Due Date (with 12/19/15 option period start date)	FY 2016 COHORT Estimated Due Date (with 12/19/16 option period start date)
	Report				
19.1	Final Year Four GPRA Report	216 weeks	2/2/2018	2/2/2019	2/2/2020
20	Monthly reports (progress/exception and manpower/expenditure)	Within ten business days of the end of each calendar month			
D. OPTION PERIOD 4/K. OPTION PERIOD 10/Q. OPTION PERIOD 16					
21.1	Summaries of telephone calls	two working days after each call			
21.2	Summaries of meetings	two working days after each meeting			
22	Biweekly report on technical assistance	At least one business day prior to biweekly calls			
23.1	Training plan	209 weeks	12/15/2017	12/15/2018	12/15/2019
23.2	Biweekly progress reports on data collection	Biweekly during data collection (expected Dec 2017 – Mar 2018)			
24.1	Draft Year Five GPRA Report	260 weeks	12/7/2018	12/7/2019	12/7/2020
24.1	Revised Year Five GPRA Report	264 weeks	1/4/2019	1/4/2020	1/4/2021
24.1	Final Year Five GPRA Report	268 weeks	2/1/2019	2/1/2020	2/1/2021
25	Monthly reports (progress/exception and manpower/expenditure)	Within ten business days of the end of each calendar month			
E. OPTION PERIOD 5/L. OPTION PERIOD 11/R. OPTION PERIOD 17					
26.1	Summaries of telephone calls	two working days after each call			
26.2	Summaries of meetings	two working days after each meeting			

ATTACHMENT A – i3 Performance Work Statement (PWS)

Task	Deliverable	Due Date, After the Contract's Beginning Date/Option Period Exercised, unless otherwise specified	FY 2014 COHORT Estimated Due Date (Based on 12/13/2014 award)	FY 2015 COHORT Estimated Due Date (with 12/19/15 option period start date)	FY 2016 COHORT Estimated Due Date (with 12/19/16 option period start date)
27	Biweekly report on technical assistance	At least one business day prior to biweekly calls			
28.1	Training plan	261 weeks	12/14/2018	12/14/2019	12/14/2020
28.2	Biweekly progress reports on data collection	Biweekly during data collection (expected Dec 2018 – Mar 2019)			
29.1	Draft Final Report	289 weeks	6/28/2019	6/28/2020	6/28/2021
29.1	Revised Final Report peer review ready	297 weeks	8/23/2019	8/23/2020	8/23/2021
29.1	Revised Final Report and response memo	306 weeks	10/25/2019	10/25/2020	10/25/2021
29.1	Print and web-ready Final Report	320 weeks	1/31/2020	1/31/2021	1/31/2022
30	Monthly reports (progress/exception and manpower/expenditure)	Within ten business days of the end of each calendar month			

ATTACHMENT B - Billing Instructions

NOTE: Fixed Price Payment Schedule – To be Incorporated at award

The Department wants all of our contractors to understand how the Department processes invoices (see Note at the bottom of this page). The basic rule is this; we pay you within 15 days of receipt of a proper invoice. There are two key terms that determine when the clock starts—receipt and proper invoice.

Receipt occurs on the latter of:

- 1) Invoices are transmitted electronically, following the procedures in contract clause, 306-1b Invoice and Contract Financing Requests Submission – Invoice Processing Platform (December 2013). We look for the date a readable transmission is received by our office, or if it is received after normal working hours we will use the next business day.
- 2) The seventh day after the date on which the property is actually delivered or the performance of services is actually completed. This date may not be accurate if the contract calls for a longer acceptance period or if we actually accept goods or services before the seventh day. (5 CFR § 1315.4)
- 3) On the date of delivery, if specified in the contract.
- 4) On the date placed on the invoice by the contractor, if we fail to annotate the date of receipt in our office.

An invoice is deemed proper when:

We receive your invoice containing the following information:

- 1) Name of vendor
- 2) Invoice date
- 3) Government contract number (10 digits)
- 4) Vendor invoice number, account number, or other number identified in the contract
- 5) Description (including, for example, contract line/subline number), price, and quantity of goods or services rendered.
- 6) Shipping and payment terms (unless mutually agreed that this information is only required in the contract)
- 7) TIN (unless mutually agreed that this information is only required in the contract)
- 8) Banking information for payment by EFT (unless mutually agreed that this information is only required in the contract)
- 9) Contact name (where practicable), title and telephone number
- 10) Other substantiating documentation or information required by the contract. This documentation should include information regarding where the requested funds were spent. We need to see detailed labor hours per task, travel expenses (where travelers went, transportation costs, etc.), supplies purchased, etc.

If The Department determines that your invoice is not proper, we will return it to you and identify all defects that prevent payment. You should correct the invoice and return it to us for payment.

NOTE—There is a difference between an invoice and a voucher. Since the FAR refers to “proper *invoices*” when applying the Prompt Payment Act, we will use the term *invoice* also. This does not mean that vouchers are not covered in the same manner.

Item # 10 above is, in our experience, the most problematic for our contractors. The following explanation may help you to think about the types of information to include in your invoices/vouchers.

According to the Federal Acquisition Regulations (FAR) 16.301-3, paragraph (a)(2), a cost-reimbursement contract requires, “Appropriate Government surveillance during the performance [that] will provide reasonable assurance that efficient methods and effective cost controls are used.” This “surveillance” not only comes in the form of monthly reports, but more importantly, in *invoicing*.

You have the responsibility to request reimbursement of your recorded costs; in other words, to submit an invoice on a regular basis. FAR 52.216-7, paragraph (b) defines the term *costs* to include the following: materials issued from the contractor's inventory and placed in the production process for use on the contract; direct labor; direct travel; other direct in-house costs; and reasonable, allocable, and allowable indirect costs (see FAR 31), as shown in the records maintained by your company for purposes of obtaining reimbursement under a Government contract. The Government has the responsibility to pay the invoice, *after* determining which of the *costs* are reasonable, allocable, and allowable. To make this determination we must receive a detailed reasonable, allocable, and allowable invoice with the *costs* broken out, and all supporting documentation attached.

ATTACHEMENT C- SMALL BUSINESS SUBCONTRACTING PLAN

DATE:

CONTRACTOR:

ADDRESS:

SOLICITATION OR CONTRACT NUMBER: _____

TITLE: _____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of 48 CFR 52.219-9 II.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$_____.
2. The following percentage goals (expressed in terms of a percentage of total planned dollars) are applicable to the above-cited contract or to the contract to be awarded under the above-cited solicitation.

The following total dollar amounts represent the subcontracting dollars proposed under the above-cited contract or the contract to be awarded under the above-cited solicitation.

(a) Small business concerns: _____ % of total planned dollars under this contract will go to subcontractors who are small business concerns. Total dollars: \$_____.

(i) Veteran Owned Small Business Concerns: _____ % of total planned dollars under this contract will go to subcontractors who are veteran owned small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: \$_____.

(ii) HUBZone Small Business Concerns: _____ % of total planned dollars under this contract will go to subcontractors who are HUBZone small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: \$_____.

(iii) Small Disadvantaged Business Concerns: _____ % of total planned dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: \$_____.

(iv) Women Owned Small Business Concerns: _____ % of total planned dollars under this contract will go to subcontractors who are women owned small

business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: \$_____.

(v) Service Disabled Veteran Small Business Concerns: _____ % of total planned dollars under this contract will go to subcontractors who are service disabled veteran small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: \$_____.

3. The following principal types of supplies and services will be subcontracted, and the distribution among small, veteran-owned small, HUBZone small, small disadvantaged, women-owned small, and large businesses is as follows:
4. The following method was used to develop the subcontracting goals in section 1 of this plan:
5. The following method was used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations):
6. The subcontracting goals in section 1 of this plan were established (check one) _____ including _____ not including indirect costs. The following method was used to determine the proportionate share of indirect costs to be incurred with the five types of small business concerns in section 1:
7. The following individual is employed by the offeror/contractor and will administer the offeror/contractor's subcontracting program. This individual's name, address, phone number, and duties are:
8. The offeror/contractor will make the following efforts to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts:
9. The offeror/contractor (check one) ____ will ____ will not include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and the offeror/contractor (check one) ____ will ____ will not require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
10. The offeror/contractor (check one of each)
_____ will _____ will not cooperate in any studies or surveys as may be required;
_____ will _____ will not submit periodic reports so that the Government can determine the extent of compliance by the offeror/contractor with the subcontracting plan;

_____ will _____ will not Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of clause 52.219-9 II; and
_____ will _____ will not ensure that its subcontractors agree to submit SF 294 and 295.

11. The following types of records will be maintained by the offeror/contractor concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists:
12. The following is a description of the offeror/contractor's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them:

Signed:

Date:

Name:

Title:

ATTACHMENT D

CONTRACTOR PERFORMANCE INFORMATION		
Contractor Name and Address (Identify Division) (Please correct the above as needed.)	1.	Contract Number:
	2.	Type of Contract:
	3.	Contract Value (Current plus any unexercised options): \$
	4.	Period of Performance (including any option periods):
5. Description of Requirement:		
6. Ratings. Summarize contractor performance and circle or type in the number below that corresponds to the performance rating for each category. Please see the attachment, which explains the rating scale.		
Quality:	0 1 2 3 4	Comments:
Problem Resolution:	0 1 2 3 4	Comments:
Cost Control:	0 1 2 3 4	Comments:
Timeliness:	0 1 2 3 4	Comments:
Business Relations:	0 1 2 3 4	Comments:
Customer Service:	0 1 2 3 4	Comments:
7. Total score:		

U.S. Department of Education

Evaluated by:

Agency/Organization _____ Date _____

(In accordance with the Federal Acquisition Streamlining Act, the following information will not be released to the contractor.)

Name and Title _____

Telephone number _____

Signature _____

E-mail address _____

Please return this form to the following address:

U.S. Department of Education
Contracts and Acquisitions Management
PCP Room 7163
550 12th Street, SW
Washington, DC 20202

Or e-mail to: Barakat.Shakir@ed.gov
Cc: Veronica.Price@ed.gov
Or fax to: 202-245-6298
Attn: Barakat Shakir

**RFP: Evaluation of Investing in
Innovation Fiscal Year (FY) 2014 – 2016
Cohorts**

Forms are due at the time of submission
of proposals.

SOURCE SELECTION INFORMATION—SEE FAR 3.104

Information entered on this form will be used in source selection decisions and is protected under subsection 3.104 of the Federal Acquisition Regulation. Do not disclose information entered on this form to the contractor or to any other person except as authorized by the Department of Education contracting officer.

Supplementary Questions

To assist the Department's CO, we would greatly appreciate your taking the time to answer the following questions, if any, related to the contractor's past performance: N/A

Contractor Performance Evaluation

Instructions for Completing Contractor Performance Information Form

Based on the rating area elements presented below and the rating guidelines on the back of this sheet, please evaluate contractor performance in each of the rating areas. On the "Contractor Performance Information" form, circle (or type in the "Comments" area) the rating from 0 to 4 that most closely matches your evaluation of the contractor's performance. Please add written comments for each rating. If you wish, you may attach additional comments or information. We would also appreciate your answers to the specific questions, if any, on the back of the form. Please return the form to the address indicated on the back of the form. Thank you for your time and your cooperation.

The Department will use the information from this form to evaluate offerors competing for contract awards. We may release the information from this form to the contractor during negotiations or debriefings. If we release information from this form, we will not release your name to the contractor.

Elements within Each Rating Area

Quality of Product or Service

- Compliance with contract requirements
- Accuracy of reports
- Appropriateness of personnel
- Technical excellence

Problem Resolution

- Anticipates and avoids or mitigates problems
- Satisfactorily overcomes or resolves problems
- Prompt notification of problems
- Pro-active
- Effective contractor-recommended solutions

Cost Control

- Within budget
- Current, accurate and complete billings
- Costs properly allocated
- Unallowable costs not billed
- Relationship of negotiated costs to actual
- Cost efficiencies

Timeliness of Performance

- Meets interim milestones
- Reliable
- Stays on schedule despite problems
- Responsive to technical direction
- Completes work on time, including wrap-up and contract administration
- No liquidated damages assessed

Business Relations

- Effective management
- Use of performance-based management techniques
- Business-like concern for the customer's interests
- Effective management and selection of subcontractors
- Effective small/small disadvantaged business subcontracting program
- Reasonable/cooperative behavior
- Effective use of technology in management and communication
- Flexible
- Minimal staff turnover
- Maintains high employee morale

- Resolves disagreements without being unnecessarily litigious.

Customer Service

- Understands and embraces service and program goals
- Team approach with the customer
- Satisfaction of end users with the contractor's service
- Positive customer feedback
- Prompt responses
- Courteous interactions
- Effective escalations and referrals
- Initiative and proactive improvements
- Creative service strategies

Rating Guidelines

Quality of Product or Service

- | | |
|--------------------|--|
| 0 - Unsatisfactory | Nonconformance jeopardizes the achievement of contract goals; default. |
| 1 - Poor | Nonconformance requires major agency intervention to ensure achievement of contract goals; show cause or cure notices. |
| 2 - Fair | Quality meets specifications in most cases, however, some agency intervention required to ensure achievement of contract requirements. |
| 3 - Good | Quality meets specifications in all cases. |
| 4 - Excellent | Quality exceeds specifications in some cases. |

Problem Resolution

- | | |
|--------------------|---|
| 0 - Unsatisfactory | Inadequately resolved problems jeopardize contract goals. |
| 1 - Poor | Significant agency intervention required to resolve problems jeopardizing contract goals. |
| 2 - Fair | Some agency intervention required to resolve problems jeopardizing contract goals. |
| 3 - Good | Successfully overcomes or resolves all problems and achieves contract goals with minimal agency intervention. |
| 4 - Excellent | Anticipates and avoids most problems and successfully overcomes all unforeseen problems. |

Cost Control

- | | |
|--------------------|---|
| 0 - Unsatisfactory | Cost increases jeopardize achievement of contract goals; or billings routinely include unallowable costs. |
| 1 - Poor | Significant cost increases; or some inaccurate billings including some with unallowable costs. |
| 2 - Fair | Minor cost increases; or some inaccurate billings, but a minimal (1-2) number with unallowable costs. |
| 3 - Good | Contractor performed within costs; but some late billings, none with unallowable costs. |
| 4 - Excellent | Costs were less than the amount cited in the contract; and billings accurate and timely. |

Timeliness of Performance

- | | |
|--------------------|--|
| 0 - Unsatisfactory | Delays jeopardize the achievement of contract goals. |
| 1 - Poor | Other significant delays. |
| 2 - Fair | Minor delays. |
| 3 - Good | All deliverables on time. |
| 4 - Excellent | All deliverables on time with some ahead of schedule; or stays on schedule despite unforeseen circumstances. |

Business Relations

- | | |
|--------------------|---|
| 0 - Unsatisfactory | Unethical or illegal business practices. |
| 1 - Poor | Business practices are not attuned to customer support. |
| 2 - Fair | Business practices are somewhat attuned to customer support. |
| 3 - Good | Business practices focus on customer support. |
| 4 - Excellent | Highly effective, proactive business practices focused on customer support. |

Customer Service

- | | |
|--------------------|---|
| 0 - Unsatisfactory | Response to service requests is routinely late, ineffective, or rude; customers |
|--------------------|---|

1 - Poor	express frustration or anger about many interactions; complaints are unresolved; contractor seems unaware of service issues. Response to service requests is often late, ineffective or rude; some complaints are resolved.
2 -Fair	Response to service requests is uneven in timing or effectiveness; customer interactions are tenuous; contractor is trying hard and understands service issues.
3 - Good	Response to service requests is timely, effective and courteous; customers express positive feedback; delivery of service is smooth and organized; collects customer feedback; customer problems are resolved well.
4 - Excellent	Response to service requests is timely, effective and courteous; the contractor is proactive in building good relations with customers, proposing new service strategies, analyzing and reporting on service loads and collecting and using customer feedback.

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K. 1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

K. 2 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) "Definition." "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) "Representation." [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of Provision)

K. 3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541720

(2) The small business size standard is \$20.5 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management, and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

/_/_/ (i) Paragraph (d) applies.

/_/_/ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations?Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xvix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-- Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K. 4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are /_/ are not /_/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have /_/ have not /_/, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are /_/ are not /_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have /_/, have not /_/, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. ?? 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. ?? 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. ?? 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has /_/ has not /_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of

the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K. 5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database at <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K. 6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /_/ intends, /_/ does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of Provision)

K. 7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541720

(2) The small business size standard is \$20.5 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it /_/ is, /_/ is not a small business concern.

(2) The offeror represents, for general statistical purposes, that it /_/ is, /_/ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) The offeror represents as part of its offer that it /_/ is, /_/ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. The offeror represents as part of its offer that--

(i) It /_/ is, /_/ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It /_/ is, /_/ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. The offeror represents as part of its offer that--

(i) It /_/ is, /_/ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It /_/ is, /_/ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) The offeror represents as part of its offer that it /_/ is, /_/ is not a veteran-owned small business concern.

(7) The offeror represents as part of its offer that it /_/ is, /_/ is not a service-disabled veteran-owned small business concern.

(8) The offeror represents, as part of its offer, that--

(i) It /_/ is, /_/ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It /_/ is, /_/ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: /_____/.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K. 8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) "General." This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) "General." The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

/_/ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

/_/ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) /_/ "For Joint Ventures." The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) "Penalties and Remedies." Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

K. 9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K. 10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K. 11 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of Provision)

K. 12 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

K. 13 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (DEC 2012)

(a) Definitions.

"Person"--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
- (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdsn.pdf>).
- (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if--
- (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
- (End of provision)

K. 14 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

/_/ (1) "Certificate of Concurrent Submission of Disclosure Statement." The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/_/ (2) "Certificate of Previously Submitted Disclosure Statement." The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/_/ (3) "Certificate of Monetary Exemption." The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/_/ (4) "Certificate of Interim Exemption." The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. /_/ yes /_/ no

(End of Provision)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes

No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K. 16 3452.209-70 CONFLICT OF INTEREST CERTIFICATION (MAY 2011)

(a)

(1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information. A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules. A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity. A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict.

In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the

contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(f) Conflict of Interest Certification.

The offeror, _____, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. _____ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such conflict of interest (or apparent conflict of interest).

Offeror's Name _____

RFP/Contract No. _____

Signature _____

Title _____

Date _____

(End of Clause)

K. 17 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011)

(a) Except as provided in paragraph (b) of this clause, proprietary data, technical data, or computer software delivered to the Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the use and non-disclosure agreement in paragraph (c) of this clause prior to release or disclosure of the data.

(1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an attachment to the use and non-disclosure agreement.

(2) For an intended release, disclosure, or authorized use of proprietary data, technical data, or computer software subject to special license rights, modify paragraph (c)(1)(iv) of this clause to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display, or disclosure of the data or software.

(b) The requirement for use and non-disclosure agreements does not apply to Government contractors that require access to a third party's data or software for the performance of a Government contract that contains the 3452.227-73 clause, Limitations on the use or disclosure of Government-furnished information marked with restrictive legends.

(c) The prescribed use and non-disclosure agreement is:

Use and Non-Disclosure Agreement

The undersigned, _____, an authorized representative of the _____, (which is hereinafter referred to as the "recipient") requests the Government to provide the recipient with proprietary data, technical data, or computer software (hereinafter referred to as "data") in which the Government's use, modification, reproduction, release, performance, display, or disclosure rights are restricted. Those data are identified in an attachment to this agreement.

In consideration for receiving such data, the recipient agrees to use the data strictly in accordance with this agreement.

(1) The recipient shall--

(i) Use, modify, reproduce, release, perform, display, or disclose data marked with Small Business Innovative Research (SBIR) data rights legends only for government purposes and shall not do so for any commercial purpose. The recipient shall not release, perform, display, or disclose these data, without the express written permission of the contractor whose name appears in the restrictive legend (the contractor), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these data to submit offers for, or perform, contracts with the recipient. The recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these data to such persons. Such an agreement must be consistent with the terms of this agreement.

(ii) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the attachment to this agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this agreement or expressly permitted in writing by the contractor.

(iii) Use computer software marked with restricted rights legends only in performance of contract number _____. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share; or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.

(iv) Use, modify, reproduce, release, perform, display, or disclose data marked with special license rights legends [To be completed by the contracting officer. See paragraph (a)(2) of this clause. Omit if none of the data requested is marked with special license rights legends].

(2) The recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these data from inadvertent release or disclosure to unauthorized third parties.

(3) The recipient agrees to accept these data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding data specified in a contract for the performance of that contract.

(4) The recipient may enter into any agreement directly with the contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these data.

(5) The recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data received from the Government with restrictive legends by the recipient or any person to whom the recipient has released or disclosed the data.

(6) The recipient is executing this agreement for the benefit of the contractor. The contractor is a third party beneficiary of this agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the recipient or any other person to whom the recipient has released or disclosed the data, to seek damages from any breach of this agreement, or to otherwise enforce this agreement.

(7) The recipient agrees to destroy these data, and all copies of the data in its possession, no later than 30 days after the date shown in paragraph (8) of this agreement, to have all persons to whom it released the data do so by that date, and to notify the contractor that the data have been destroyed.

(8) This agreement shall be effective for the period commencing with the recipient's execution of this agreement and ending upon _____. The obligations imposed by this agreement shall survive the expiration or termination of the agreement.

Recipient's Business Name

Authorized Representative

Date

Representative's Typed Name and Title

(End of Clause)

K. 18 310-6 DUPLICATION OF COST (MARCH 1985)

The offeror represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

K. 19 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

The offer [_] does, [_]does not, have an approved accounting system for purposes of cost reimbursement under this requirement. If so, specify the approving government audit agency or office and the date of approval.

(Date)

K. 20 310-10 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at ED or update all outdated information on file.

(A) Contractor's Name: _____

(B) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(C) Telephone Number: _____

(D) Individual(s) to contact re this proposal: _____

(E) Cognizant Government:

Audit Agency: _____

Address: _____

Auditor: _____

(F) (1) Work Distribution for the Last Completed Fiscal Accounting Period:
 Sales:
 Government cost-reimbursement type prime contracts and subcontracts: \$ _____
 Government fixed-price prime contracts and subcontracts: \$ _____
 Commercial Sales: \$ _____
 Total Sales: \$ _____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.
 Total Sales for First Preceding Fiscal Year \$ _____
 Total Sales for Second Preceding Fiscal Year \$ _____

(G) Is company an ED rate entity or division?

 If a division or subsidiary corporation, name parent company:

(H) Date Company Organized: _____

(I) Manpower:
 Total Employees: _____
 Direct: _____
 Indirect: _____
 Standard Work Week (Hours): _____

(J) Commercial Products: _____

(K) Attach a current organizational chart of the company.

(L) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order	_____	_____
Process	_____	_____
Accumulating System		
Job Order	_____	_____
Process	_____	_____

Has your cost estimating system been approved by any Government agency? Yes _____ No _____
 If yes, give name and location of agency: _____

Has your cost accumulation system been approved by any Government agency? Yes _____ No _____
 If yes, give name and address of agency: _____

(M) What is your fiscal year period?
 (Give month-to-month dates): _____

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis Allocation
Fringe Benefits	_____	_____
Overhead	_____	_____
G&A Expense	_____	_____
Other	_____	_____

(N) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes _____ No _____
 If yes, name and location of the Government agency: _____

_____ Date of last pre-award audit review by a Government agency:

_____ (If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of

- the items comprising overhead and G&A must be furnished.)
- (O) Cost estimating is performed by:
Accounting Department: _____
Contracting Department: _____
Other (describe) _____
- (P) Has system of control of Government property been approved by a Government agency? Yes _____ No _____
If yes, name and location of the Government agency: _____
- (Q) Purchasing Procedures:
Are purchasing procedures written? Yes _____ No _____
Has your purchasing system been approved by a Government agency? Yes _____ No _____
If yes, name and location of the Government agency: _____
- (R) Does your firm have an established written incentive compensation or bonus plan? Yes _____ No _____

K. 21 310-16 POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

The contractor certifies that in developing a proposal in response to the solicitation for this contract, it has not utilized the services of any former Education Department (ED) employee who, while working for the Government, participated personally and substantially in, or was officially responsible for, the development or drafting of the solicitation for this contract. The contractor further certifies that it did not utilize the services of such an ED employee in assisting or representing the offeror at negotiations for this contract.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(Reference 52.215-22)

L. 2 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997)

(a) "Definitions." As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) "Amendments to solicitations." If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) "Submission, modification, revision, and withdrawal of proposals."

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) "Submission, modification, revision, and withdrawal of proposals."

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) "Offer expiration date." Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) "Restriction on disclosure and use of data." Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) "Contract award."

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(f)

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore,

the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L. 3 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

L. 4 52.215-20 IV REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)--ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

L. 5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Hybrid (Cost-Reimbursement and Fixed-Price) contract resulting from this solicitation.

(End of Provision)

L. 6 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of Provision)

L. 7 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Dept. of Education, 550 12th St. SW-7th Floor Washington, DC 20202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L. 8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

(End of Provision)

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the work statement or specification),
- (b) representations and other instructions,
- (c) contract clauses (Section I)
- (d) any incorporated documents, exhibits, or attachments, excluding the work statement or specifications, and
- (e) work statement or specifications.

L. 9 307-1 ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

Any inconsistency in this solicitation shall be resolved by giving

precedence in the following order:

- (a) the Schedule (excluding the work statement or specification),
- (b) representations and other instructions,
- (c) contract clauses (Section I)
- (d) any incorporated documents, exhibits, or attachments, excluding the work statement or specifications, and
- (e) work statement or specifications.

L. 10 311-4a BUSINESS PROPOSAL INSTRUCTIONS (AUG 2007)

The offeror(s) business proposal must contain the following information. This RFP may contain additional RFP-specific business proposal instructions elsewhere in Section L or in Section J.

- A. Standard Form 33, "Solicitation, Offer and Award", the Special Provision article entitled "Contract Administrator," and "Representations, Certifications, and Other Statements of Offerors or Quoters of Section K" must be properly filled out and signed by an official authorized to bind the offeror. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP.
- B. The information, if any, required by the provision FAR 52.215-20, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, Alternative IV" as incorporated in Section L of this solicitation.
- C. Property and equipment - It is ED policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to acquire the item with your own funds. The description shall include the following elements for individual items which will exceed \$1,000 in cost: (1) A brief statement of function; (2) manufacturer and manufacturer's brand name, model or part number; and (3) vendor and its proposed price. You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract.
- D. Other Administrative Details: (1) The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations. (2) Block 12 of Standard Form 33 must contain a Statement to the effect that your offer is firm for a period of at least 90 calendar days from the date of receipt of proposals. Enter number of calendar days offer is firm for calendar days from the date of receipt of offers specified by the Government.
- E. Responsibility of Prospective Contractor - In order for an offeror to receive a contract, the contracting officer must first make an affirmative determination that the prospective contractor is responsible in accordance with the provisions of FAR 9.104. To assist the contracting officer in this regard, the offeror shall supply sufficient categorical descriptions and statements to establish the following: (1) The offeror's financial capability; including detail for the accounting system and controls employed by the offeror; (2) the offeror's capability to meet delivery or performance schedules; (3) the offeror's record of past performance, including a listing of references with contract and grant numbers and the addresses and phone numbers of those with whom the offeror has most recently conducted business. (4) the offeror's record of business integrity; (5) the offeror's possession of necessary organizational experience, technical skills or the ability to obtain them; (6) the offeror's possession of necessary facilities; or the ability to obtain them; (7) the offeror's compliance with subcontract requirements; and (8) any other special considerations involved in the acquisition.
- F. Conflict of Interest Plan - The Offeror shall submit a Conflict of Interest Plan, providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest). The Plan should also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan should indicate that such policies and procedures are operative throughout the period of performance of the contract or task order. The policies should address, at a minimum, gifts, outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest should be included in the plan. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

The thoroughness, completeness and effectiveness of the Plan shall be evaluated as part of the Offeror's overall proposal. The Plan will be incorporated into the contract or task order awarded to the successful Offeror.

NOTE: THESE DESCRIPTIONS AND STATEMENTS SHOULD ALSO BE INCORPORATED IN THE TECHNICAL PROPOSAL, AS CONDUCTIVE OF SEPARATE EXAMINATION BY THE TECHNICAL EVALUATORS DURING THE PROCESS OF TECHNICAL EVALUATION.

L. 11 311-5 FORMS CLEARANCE PROCESS (MARCH 1986)

Reference is made to the General Provision entitled "Paperwork Reduction Act." If the contractor has proposed the use of any plan, questionnaire, interview guide or other similar device which calls either for answers to identical questions from ten or more persons other than Federal employees or information from Federal employees which is outside the scope of their employment, any of which is to be used by the Federal Government or disclosed to third parties, clearances from the Deputy Under Secretary for Management or his/her delegate within the Department of Education and the Office of Management and Budget shall first be obtained. Those should be expected to take at least 120 days together. Offerors' proposals shall accordingly reflect that 120 day period in proposal timelines if the Paperwork Reduction Act is applicable.

L. 12 311-6 CLARIFICATION QUESTIONS (APRIL 1998)

Offerors must submit all clarification questions concerning this solicitation in writing to the contract specialist. Questions may be submitted via E-Mail, fax or regular mail to:

Barakat.Shakir@ed.gov and Veronica.Price@ed.gov

ED will accept clarification questions until October 2, 2014, 11:30 AM, Eastern Time . After this date ED

does not guarantee that a response will be given.

Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or

if a lack of it would be prejudicial to any other prospective offerors.

L. 13 311-7 PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986)

It is hereby provided that the evaluation factors for award under Section M herein shall not be modified except by a formal amendment to this solicitation and that no factors other than those set forth in that section shall be used in the evaluation of the technical proposals.

L. 14 311-9 COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998)

Small Business Comments are Important:

The Small Business and Agriculture Regulatory Enforcement Ombudsman and 10 Regional Fairness Boards were established to receive comments from small businesses about federal agency enforcement actions. The Ombudsman will annually evaluate the enforcement activities and rate each agency's responsiveness to small business. If you wish to comment on the enforcement actions of the U.S. Department of Education, call 1-888-REG-FAIR (1-888-734-3247).

L. 15 314-1 PAST PERFORMANCE REPORT (MAR 1996)

Each offeror shall submit the following information as a separately bound part of its proposal for both the offeror and proposed major subcontractors. Major, as defined here and in the remainder of sections L and M regarding past performance, is any subcontractor that is subcontracted for a minimum of 25% of the total contract amount. Each major subcontractor shall identify the name of the prime contractor on each of its past performance forms. If the offeror has no relevant corporate or organizational past performance, the offeror may substitute past performance of a predecessor company or of the offeror's management or proposed key personnel who have relevant experience.

A. Each offeror shall submit information about its most recent four contracts, completed in the last three years or currently in process, which are of similar size, scope, complexity or, in any way, are relevant to the effort required by this solicitation. If the offeror's last four similar contracts are all currently in process, submit the last three similar contracts currently in process, and the most recent similar contract completed within the last three years. Contracts listed may include those entered into by the Federal Government,

agencies of State and local governments and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used.

Include the following information for each contract and subcontract:

1. Identification
 - a. Name of the contracting activity
 - b. Program title or product name
 - c. Contract number
 - d. Contract type
 - e. Period of performance, including all option periods
 - f. Contract Value:
 - (1) Initial projected total contract amount including all option periods
 - (2) Final or current projected total contract amount including all option periods
 - g. Points of Contact
 - (1) Contracting officer and telephone and fax number and e-mail address (if known)
 - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)
 - (3) Program manager, COTR or technical officer and telephone and fax number and e-mail address (if known)
 2. Work performed and relevance
 - a. Brief synopsis of work performed
 - b. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
 - c. Brief, specific examples of the offeror's high quality performance
 3. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the minimum and maximum available fee for each period.
 4. Paragraph E. below requires you to send a copy of the "Contractor Information Form" to each of your references. In your past performance report, include:
 - a. The date you sent the "Contractor Information Form" to each reference.
 - b. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
 - c. To whom you sent it including telephone and fax number and e-mail address (if known).
- B. The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Other than the information requested in A above, offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- C. Offerors should understand the difference between experience and past performance. Experience reflects the offeror's capability of performing a requirement. Past performance reflects how well it has performed similar requirements. In assessing past performance, the quality of the offeror's past performance is of primary significance, not the quantity of previous contracts performed. An offeror's experience will be evaluated in the technical proposal. For further guidance on including information on experience or how experience will be evaluated refer to the technical proposal instructions and evaluation criteria.
- D. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications(e.g., the automobile industry's QS 9000, Sematech's

SSQA, or ANSI/EIA-599).

Identify which segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply. Information about awards will be considered in evaluation of each of the past performance subfactors described in Section M. The offeror may describe how the award relates to one or more of the subfactors.

E. No later than the date proposals are due under this solicitation (see Block 9 of Standard Form 33), send a copy to each of your four references of the "Contractor Performance Information" form attached to this solicitation. Ask each reference to complete the form and return it to the contracting officer as prescribed on the form. Completed forms from references are due 10 calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.

F. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The "Contractor Performance Information" form identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received in the evaluation of the offeror's past performance.

L. 16 3452.239-71 SECURITY REQUIREMENTS (MAY 2011)

3452.239-71 NOTICE TO OFFERORS OF DEPARTMENT SECURITY REQUIREMENTS (MAY 2011)

- (a) The offeror and any of its future subcontractors will have to comply with Department security policy requirements as set forth in the "Bidder's Security Package: Security Requirements for Contractors Doing Business with the Department of Education" at: www.ed.gov/fund/contract/about/bsp.html.
- (b) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings," available at: www.ed.gov/fund/contract/about/acs/acsom5101.doc.
- (c) The offeror shall indicate the following employee positions it anticipates to employ in performance of this contract and their proposed risk levels based on the guidance provided in Appendix I of Departmental Directive OM:5-101:

I3 Security Risk Levels

- (1) High Risk (HR) See Below
- (2) Moderate Risk (MR) See Below
- (3) Low Risk (LR) See Below

Personnel Position	Description of Relevant Responsibilities	Risk Level
Project Director	Leads the managerial team in planning, conducting, monitoring, and evaluating the work. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Deputy Project Director	Assists the Project Director in planning, conducting, monitoring, and evaluating the work. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Principal Investigator	Leads the evaluation team and provides interpretation of data. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Task/Subtask Manager - Sensitive	Coordinates, plans, conducts, monitors the task or subtask work, and provides oversight. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Researcher/Analyst – Sensitive	Analyzes information from data collection activities that include sensitive but unclassified or Privacy Act-protected information. Prepares reports; reports provide no sensitive but unclassified or Privacy Act-protected information.	MR
Analyst	Conducts statistical analysis of data. Has no direct access to sensitive but unclassified or Privacy Act-protected information, but works with data containing a student ID created for the study.	LR
Field Supervisor	Coordinates efforts of site recruiters and coordinators responsible for recruiting and working with districts and schools participating in the evaluation and receiving data on parental consent for students asked to be in the study. Has access to sensitive but unclassified or Privacy Act-protected information.	MR

Personnel Position	Description of Relevant Responsibilities	Risk Level
Site Recruiter / Coordinator	Responsible for working with districts and schools participating in the evaluation and receiving data on parental consent for students asked to be in the study. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Data Coordinator	Obtains data on teachers and students included in the evaluation from study sites. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Data Manager	Combines data on students included in the evaluation from various sites, coordinates work of data coordinators, and plans replacement of external identifiers for students with study-generated IDs. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Survey and Observation Director	Develops data collection forms and oversees data collection. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Classroom Observation Coder	Observes classrooms using approved forms. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Database Coder	Codes and inputs data into database. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Programmer / Analyst	Provides programming to prepare and analyze data for the study. Has access to sensitive but unclassified or Privacy Act-protected information.	MR
Research Assistant	Assists in the analysis of data. Has no direct access to sensitive but unclassified or Privacy Act-protected information, but works with data containing a student ID created for the study.	LR
Task/Subtask Manager - Non-sensitive	Coordinates, plans, conducts, monitors the task or subtask work, and provides oversight. Has <u>no access</u> to sensitive but unclassified or Privacy Act-protected information.	N/A
Researcher/Analyst – Non-sensitive	Analyzes information from data collection activities that include <u>no sensitive but unclassified or Privacy Act-protected information</u> . Prepares reports; reports provide no sensitive but unclassified or Privacy Act-protected information.	N/A
Study Advisor	Provides technical advice to the Project Director and Principal Investigators (for instance, regarding assessment selection or analysis plans). Has <u>no access</u> to sensitive but unclassified or Privacy Act-protected information.	N/A
Writer/Editor	Writes, edits, and supervises the production of deliverables. Has <u>no access</u> to sensitive but unclassified or Privacy Act-protected information.	N/A
Technical Designer	Provides design and production services for deliverables. Has <u>no access</u> to sensitive but unclassified or Privacy Act-protected information.	N/A
Administrative Assistant	Carries out administrative work. Has <u>no access</u> to sensitive but unclassified or Privacy Act-protected information.	N/A
Clerical Support Staff	Provides clerical assistance. Has <u>no access</u> to sensitive but unclassified or Privacy Act-protected information.	N/A

(d) In the event the Department disagrees with a proposed risk level assignment, the issue shall be subject to negotiation. However, if no agreement is reached, the Department's risk level assignment shall be used. The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

(End of Provision)

INSTRUCTION TO OFFERORS

INVESTING IN INNOVATION (i3) FISCAL YEAR 2014- 2016 COHORTS

NOTICES TO OFFERORS: FAR Clause 52.215-1, Instructions to Offerors – Competitive Acquisition, shall apply to this submission. The outside of the proposal packaging, the cover of each proposal, and the header of each proposal page should contain the title "Investing in Innovation (i3) FY 2014 – 2016 Cohorts". The Government will evaluate proposals in accordance with the evaluation criteria set forth in the Technical Evaluation Criteria of this request for proposals. It is understood that the proposal will become a part of the official contract file.

This Request for Proposal (RFP) does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this acquisition. Funds are not presently available for the anticipated contract. The Government's obligation under the anticipated contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Therefore, the resultant award will be made contingent on the availability of funds, in accordance with FAR 52.232-18, Availability of Funds. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

Offerors must prepare separate technical and business/cost proposals for the project. The technical proposals must not contain reference to specific costs, although resource information may be included so that the offeror's understanding of the scope of the work may be evaluated. Cost information is restricted to the business proposal. Each proposal must be separate and complete in itself so that evaluation of one may be accomplished independently of the other.

An official authorized to bind your organization must sign the proposal. **Offerors must submit the technical proposal and past performance volumes electronically in PDF format, and the cost proposal volume as a PDF and EXCEL WORKBOOK in addition to a narrative description of costs. In addition, one original and 3 hard copies of the technical proposal, one original and 1 hard copy of the business proposal, and one original and 3 hard copies of the past performance proposal. The proposals must be bound.** Offerors are encouraged to conserve paper by copying double-sided. Offerors are encouraged to submit proposals on recycled paper with a high post-consumer waste content.

Proposals are due by 12:00 Noon (Eastern Standard Time) on October 27, 2014 and shall be delivered to:

U.S. Department of Education
Contracts and Acquisitions Management
550 12th Street, S.W.
7th Floor, Room 7118
Washington, D.C. 20202-4230
Attn: Veronica L. Price & Barakat Shakir
Telephone Number: (202) 245-6822 (Shakir)
(202) 245-6158 (Price)

Clarification Questions

The Department will accept clarification questions from potential offerors. **Clarification questions must be submitted by the due date, which is 12:00 PM Eastern Standard Time, on October 2, 2014.** The Department does not guarantee that a response will be given to clarification questions submitted after the due date. Offerors will not receive a response until all questions have been received by the due date.

Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors if that information is necessary in submitting offers or if a lack of information would be prejudicial to any other prospective offerors. This information will be sent to all offerors that respond to the RFP.

General Instructions for the Technical Proposal

The offeror must demonstrate corporate and proposed staff experience and expertise in general areas applicable to this project. While the intent of each task is spelled out in the Performance Work Statement (PWS), it is up to the offeror to propose the most effective method for carrying out these tasks. The task specifications contained in the RFP are a starting point; the proposal is expected to build on them, providing examples, where appropriate, not simply repeating the language contained in the RFP. Any proposed changes to the scope of the work or to the deliverable dates shall be justified.

It is important that the offeror completely address all of the tasks described in the PWS and provide enough detail on the offeror's approach to each task to allow a review panel to adequately judge that approach. The Source Selection Official will not make assumptions or guesses.

Content of the Technical Proposal (Volume I)

Technical proposals shall be no more than 75 pages in length. That includes the narrative and corresponding tables/graphics, corporate references, letters of commitment, abstracts of current corporate work, lists of the current contractual commitments of proposed staff, or examples of previous work. The 75-page maximum does not include appendices with the résumés. Each résumé must be no more than 4 pages and must clearly demonstrate that individuals have the skills to perform the work for which they are proposed. The Department will not review any proposal materials that exceed the maximum page limit.

Number all pages in the proposal consecutively, including résumés, letters, appendices, attachments. All pages, with the exception of résumés, shall be double-spaced. All text must be 12-pt font (other font sizes and spacing may be used in tables, graphs, charts, etc.). Use Microsoft Word and Adobe Acrobat PDF format. Moreover, offerors shall use the format and content requirements detailed below in preparing their technical proposals

Format of the Technical Proposal

The offeror must submit the following information in their technical proposal:

- A cover sheet with the name and address of the firm and signed by an officer of the firm.
- **Abstract.** A one-page summary is to be provided abstracting the proposal contents in language understandable to an informed layperson. The abstract shall indicate full acceptance of the solicitation requirements or note any exceptions justified in the text.
- **Table of Contents and Formatting.** The Table of Contents must provide a means of quickly accessing important points of discussion in the proposal and should contain either 2 or 3 levels of headings. The table of contents must also provide the name of the senior author (and coauthors, if applicable) of each section of the Technical Proposal.
- **Introduction.** The offeror must briefly summarize and justify their overall approach to achieving the purpose of the procurement, its scope of work, and required deliverables. This section also should describe ways in which the offeror's proposed approach is unique, insightful, or particularly comprehensive. The offeror must demonstrate: (a) technical expertise and practical experience in the design and conduct of rigorous evaluations of the implementation and effectiveness of education interventions, including experimental and quasi-experimental studies and What Works Clearinghouse certification; (b) content knowledge in the wide range of education practices, strategies, and programs that can be funded by the Investing in Innovation (i3) program; (c) experience and skills in providing technical assistance on the technical and logistical elements of conducting high quality education evaluations (including knowledge of

measurement); and (d) experience and expertise in the use of analytic techniques, including meta-analysis, to summarize results across evaluation studies clearly and accurately.

- **Technical Approach (Task Descriptions).** This section shall provide information addressing each subtask area, including the offeror's understanding of the nature and scope of each of the project subtasks, in the order presented in the PWS, along with a discussion of any potential issues and the means to address them. The offeror need not provide extended discussion of the tasks under Option Periods 6-17 if their proposal to complete those tasks is not different than their proposal to complete the same tasks under the Base Period through Option Period 5.
- **Contract Reconnaissance and Continuity Plan.** The offeror must provide a plan for ensuring seamless work with the existing i3 contracts (EDIES10C0064, EDIES13C0005, and EDIES14C0007). The plan shall include a discussion of the types of information to be obtained, such as the data files, data collection instruments, and existing written guidance and how the offeror would coordinate with the existing contractor to ensure consistency between the current contracts and this requirement.
- **Management Plan and Timelines.** The offeror shall present a proposed timeline addressing the subtasks, deliverables, and ED approval of deliverables together with the responsible staff. A summary table should be included presenting critical milestones with dates. This table shall include starting and ending dates of each major project task and activity. The offeror should also delineate any materials or services expected from ED in the timetable (e.g., data, applications, reports, etc.). As it is of the utmost importance that all timelines in the anticipated contract are met, describe in detail the offeror's process for ongoing evaluation of progress on the anticipated contract and methods proposed to manage potential delays or performance problems.
- **Proposed Personnel.** The offeror shall provide the names of proposed project director and other key personnel and consultants, their proposed assignments, a narrative description of staff qualifications and how they will meet the requirements of the contract and the tasks to which they are proposed, and resumes for proposed project staff including dates of work and role in such work for all experience. Include detailed vitae for all proposed professional staff and letters of commitment from all proposed subcontractors, consultants, professional staff not currently employed by the offeror, or collaborators delineating the nature of their agreement.

Describe any sub-contractual arrangements including work to be done, responsibilities for tasks, reporting arrangements, and any other terms of the contract pertinent to the technical proposal. Justifications shall be provided for the use of subcontractors or consultants on this project and the offeror shall assure that such entities or individuals are

free of conflicts of interest that might bias their approach to this work.

The technical proposal shall indicate the number of proposed hours and percent of time for all professional-level personnel (including consultants and subcontractors) by subtask and should describe the specific responsibilities of each proposed staff person. In addition, the offeror should indicate the number of hours (and proportion of time) committed to this project for each staff person by year over the next 6 years (as well as the total for the Base Period through Option Period 5, the total for Option Period 6 through Option Period 11, and the total for Option Period 12 through Option Period 17).

The technical proposal shall also indicate the time commitments to both federal and non-federal contractual obligations (as well as outside consulting assignments and pending commitments) by all professional-level personnel, including subcontractors, assigned to this project over the next 6 years. Assigned personnel must be identified by name along with the percentage of their time allocated to those contractual obligations.

Organizational Capabilities, Experience & Resources. This section shall describe pertinent corporate experience and qualifications in conducting the subtasks outlined in the PWS.

- The primary author for each section of the Technical Proposal shall be identified by name.
- An organizational chart and a statement relating corporate experience to the subtask areas in this project.
- An internal quality control plan that addresses accountability in each subtask area.

The offeror shall include short abstracts of related work, to include the name, current affiliation and current telephone number of the study's project officer. This section should briefly identify resources (other than personnel), such as facilities and equipment that is available for use in carrying out the activities of this project. Applicable contractor prior experience must include evidence of successful experience with projects that are similar to the current project in terms of the specific tasks to be performed and the level of effort required. The proposal should include evidence demonstrating prior successful work in conducting studies of a similar nature.

Protection of Human Subjects. Since the anticipated contract involves the collection of data, confidential or otherwise, offerors must be cognizant of the requirements of the Department of Education's regulation on protection of human subjects of research. This regulation was published in *The Federal Register* on June 18, 1991, as *The Federal Policy for the Protection of Human Subjects: Notices and Rules*. The regulation is under Title 34, Code of Federal Regulations, Parts 97, 350 and 356. Include in the proposal a statement that your company is cognizant of this requirement and shall comply with it as necessary.

In addition to the list of requirements above, offerors are encouraged to suggest technical improvements to the work, provided that the basic scope of the work is not compromised. A written justification to support any suggestions must also be provided. The justification must clearly outline the benefit to the Government.

Small Business Participation and Plan

The Department values an approach where substantive work in a meaningful capacity is performed by small businesses more highly than an approach which only menial work or supply line work is performed by small businesses. A meaningful capacity for substantive work includes work other than courier services, office supplies, or travel services. Therefore, a valued approach for the anticipated contract will be one which technical, analytical, data collection or significant service (for example) is performed by a small business.

Offerors shall state the work to be performed by a small business(es), the name of the small business(es), the socio economic status of each small business concern, and the percentage of work proposed to be performed by each small business concern (by and for each performance period, inclusive of option periods), but NO COST INFORMATION SHALL BE PROVIDED. All Offerors who are not designated as a small business in the stated NAICS Code for this requirement must submit a Small Business Subcontracting Plan for review, to satisfy the applicable requirements of 48 CFR 52.219-9 II. A template (Attachment C) has been provided to facilitate this process. Offerors must submit the template and a small business subcontracting plan that contains all information and elements required by FAR 19.7.

In accordance with the Government-wide Procurement Preference Goaling Program, the U.S. Department of Education (ED) negotiates with the U.S. Small Business Administration to develop annual small business procurement goals for both prime contracts and subcontracts.

The Department's small business goals for Fiscal Year 2014 are shown below:

CONTRACT SMALL BUSINESS GOALS

All prime contract small business goal figures are Percentage of Total Prime Contract Dollars.

FY2014 Prime Contract Small Business Goals	
Small Business Category	Goal
Small Business	19.92%
Small Disadvantaged Business	5%
Women-Owned Small Business	5%
HUBZone Small Business	3%
Service-Disabled Veteran-Owned Small Business	3%

SUBCONTRACT SMALL BUSINESS GOALS

All subcontracting small business goal figures are Percentage of Total Subcontract Dollars.

FY2014 Subcontract Small Business Goals	
Small Business Category	Goal
Small Business	43.5%
Small Disadvantaged Business	5%
Women-Owned Small Business	5%
HUBZone Small Business	3%
Service-Disabled Veteran-Owned Small Business	3%

Content of the Business Proposal (Volume II)

NOTE TO OFFERORS - It is required that each Offerors business proposal contain enough information for a cost realism determination to be made. Offerors are expected to use their best business judgment in submitting the necessary information. The Contracting Officer (CO) can reject an Offeror's proposal if a negative cost realism determination is made, or if proposed prices are found to NOT be reasonable. Federal Acquisition Regulation (FAR) 15.404-1 states, "cost realism means the costs in an Offeror's proposal are a) realistic for the work to be performed; b) reflect a clear understanding of the requirements; and c) are consistent with the various elements of the Offeror's technical proposal." As such, Offerors proposals should contain identification of cost or pricing data (i.e., data that are verifiable and factual) and an explanation of the estimating process. When applicable, the following items must be specifically identified; e.g., Other Administrative Data (Refer to FAR 15.408, Table 15-2 I.C.).

Please verify that the contents of the business proposal are mathematically accurate and the supporting data reconcile in the proposal.

Offerors shall submit the following information with their business proposal:

Cover Sheet

A cover sheet with the name and address of the firm, signed by an officer of the firm.

Abstract

A one-page summary is to be provided abstracting the proposal contents in language understandable to an informed layperson. The abstract shall indicate full acceptance of the solicitation requirements or note any Offeror or assumptions justified. A summary chart showing the proposed Cost Reimbursement Cost and Fixed Prices for each performance period. Totals for each performance period must be incorporated into the chart.

The anticipated contract will be awarded following a full and open competitive process. The Department anticipates fully-funding the Base Period at time of award. Subsequently, ED anticipates fully-funding each option period at the time of exercise, if the option is exercised. The offeror shall submit proposed costs for each task and subtask

and for the project overall, for each performance period. The proposed budget for each task shall include the number of hours each staff person is expected to commit.

Detail for Cost Reimbursement and Firm-Fixed Price Tasks/Subtask Information

The Department anticipates that the contract will be a hybrid in nature, containing both Fixed Price and Cost Reimbursement basis. Offerors shall include the price of each deliverable for those tasks that are Fixed Price. Offerors shall propose a Pricing and Payment Schedule for the Fixed Price tasks *based on the price per deliverable*. The Department will pay the corresponding invoice only after the Department has accepted each fixed price deliverable.

Cost Accounting, Estimating, and Purchasing System Information

The offeror shall include information on the status of your accounting system, estimating system, purchasing system. If these systems have been reviewed and approved by a Government Agency, include a copy of the approval letter.

Breakdowns for Other Direct Costs and Other Resources

Offerors should submit proposed costs itemized for each task/subtask, as well as a total proposed cost for the entire work to be performed under the task order. The proposed budget for each task and subtask should indicate the number of hours being proposed for each staff person and breakdowns of direct charges for materials, supplies, consultants, equipment, telephone, copying, travel, and any other major budget items, as well as indirect cost rates used in preparing the cost estimate. Indirect rates shall be in accordance with your current provisional billing rate agreements. A copy of current indirect rate agreements shall be included with the business proposal.

The business proposal should also include costs itemized by project year.

Subcontractor Cost(s)

Offerors must submit its price/cost analyses of all subcontractors proposed whose costs exceeds the threshold for certified cost or pricing data (as applicable). The following information must be addressed (as applicable):

- If a subcontract proposal exceeds the threshold for certified cost or pricing data (FAR 15.403-4(a)) and is not otherwise exempt from other exceptions in accordance with FAR 15.403-1(b), please include the prime contractor's price/cost analyses establishing the reasonableness of each subcontract price.
- In accordance with the thresholds in FAR 15.404-3(c) and FAR 15.408, Table 15-2 II.A.(2), Cost and Pricing data, a copy of each subcontractor's proposal must be provided.
- Identify in the proposal the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract priced on a competitive basis (FAR 15.408, Table 15-2 II. A. (1)) exceeding the threshold at FAR 15.403-4(a)
- Additionally, in accordance with FAR 52.215-22 Limitations on Pass-through Charges – Identification of Subcontract Effort, if applicable, if the Offeror intends to subcontract more than 70% of the total cost of work to be performed, the

proposal must identify (i) the amount of the Offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s) and (ii) a description of the added value provided by the Offeror as related to the work to be performed by the subcontractor(s).

Labor Rates

Offerors shall submit their labor rates broken out, not fully loaded. Offeror's labor rate should be consistent with their current labor rates. Offerors are permitted to propose discounted rates to improve the competitiveness of their proposal. The labor mix and labor categories proposed should be consistent with the personnel proposed in the technical proposal. Any rate higher than \$800 per day for any proposed consultant requires justification.

Conflict of Interest

All responsible contractors are hereby notified that in accordance with FAR Subpart 9.5, the U.S. Department of Education is of the opinion that a potential conflict of interest may arise during the conduct of this procurement. Accordingly, the contractor for this procurement, "Evaluation of Investing in Innovation: FY 2014 -2016 Cohorts," must provide a detailed mitigation strategy and plan discussing the method that will be pursued to separate the technical assistance services and the analysis and reporting services required in this procurement from any i3 independent evaluation services of the contractor. There can be no conflict of interest between the contractor's technical assistance team and the analysis reporting team. Technical assistance work is defined as work that would cause a conflict of interest or the appearance of a conflict of interest that cannot be mitigated or neutralized in an effort to appropriately perform analysis and reporting work requirement in this procurement. Furthermore, this provision prohibits any potential contractor from using proprietary information gained in the performance of the current Investing in Innovation contract when submitting a proposal for this procurement.

Offerors and all proposed consultants and subcontractors shall complete the Conflict of Interest Certificate contained in Section K of this solicitation, and include it in their business proposal.

Conflict of Interest Plan

The Offeror shall submit a Conflict of Interest Plan, providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest). The Plan must also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan should indicate that such policies and procedures are operative throughout the period of performance of the contract or task order. The policies should address, at a minimum, gifts, outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or

apparent conflicts of interest should be included in the plan. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

The thoroughness, completeness, and effectiveness of the Plan shall be evaluated as part of the offeror’s overall proposal. The Plan will be incorporated into the contract awarded to the successful offeror.

Past Performance (Volume III)

Offerors shall provide evidence of prior successful evaluation work in the areas including, large-scale educational evaluations that involve: challenging large-scale study recruitment; random assignment in an education setting; implementation support; collection and analysis of quantitative and qualitative data including sophisticated correlational analyses and collection/analyses of classroom observation data; content knowledge of school-wide positive behavior support and staff training; prior successful work in conducting studies of a similar nature. Consideration of the offeror’s reputation in terms of quality, problem resolution, cost control, timeliness, business relations and customer service will be evaluated.

Additionally, offerors shall submit information about its most recent four contracts, completed in the last three years or currently in process, but beyond the first year of the contract, which are of similar size, scope, complexity or, in any way, are relevant to the effort required by this solicitation. The "Contractor Performance Information" form identified in Attachment D will be used to collect this information from references. The four contracts may include those entered into with the Federal Government, agencies of State and local governments and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used.

Each reference is to complete the form and return it to the Contract Specialist, Barakat Shakir, as prescribed on the form. Completed forms from references are due at the same time as Technical & Business Proposals under this solicitation. Request that the reference please return the completed form to the contract specialist by the date on the form, to the following:

U.S. Department of Education
Attn: Barakat Shakir, Contract Specialist
Contracts and Acquisitions Management

PCP Room 7163
550 12th Street, SW
Washington, DC 20202

Or e-mail to: Barakat.Shakir@ed.gov
and cc Veronica.Price@ed.gov

The Source Selection Official/Contracting Officer reserves the right to obtain past performance information from other services such as CPARS and FAPIIS.

SECTION M EVALUATION FACTORS FOR AWARD

M. 1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(Reference 52.217-5)

M. 2 312-7 EVALUATION FACTORS FOR AWARD (MAY 2004)

(A) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, has no deficiencies (as defined in FAR 15.001) and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, cost or price will have approximately equal importance in source selection to quality factors (including technical merit and past performance), considered together. The contracting officer will determine whether the difference in quality, including technical merit and past performance, is worth the difference in cost or price.

(B) Past Performance

1. Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating will be combined with the technical rating at a ratio of 36% past performance to technical to produce a combined quality rating. The relative importance of combined quality factors to cost or price is described in paragraph (A).
2. Past performance subfactors:
 - a. Quality of Product or Service - compliance with contract requirements - accuracy of reports - appropriateness of personnel - technical excellence.
 - b. Problem Resolution - anticipates and avoids or mitigates problems - satisfactorily overcomes or resolves problems - prompt notification of problems - pro-active - effective contractor-recommended solutions.
 - c. Cost Control - within budget - current, accurate and complete billings - costs properly allocated - unallowable costs not billed - relationship of negotiated costs to actual - cost efficiencies.
 - d. Timeliness of Performance - meets interim milestones - reliable - stays on schedule despite problems - responsive to technical direction - completes on time, including wrap-up and contract administration - no liquidated damages assessed.
 - e. Business Relations - effective management - use of performance-based management techniques - business-like concern for the customer's interests - effective management and selection of subcontractors - effective small/small disadvantaged business subcontracting program - reasonable/cooperative behavior - effective use of technology in management and communication - flexible - minimal staff turnover - maintains high employee morale - resolves disagreements without being unnecessarily

litigious.

- f. Customer Service - understands and embraces service and program goals - team approach with government - satisfaction of end users with the contractor's service - positive customer feedback - prompt responses - courteous interactions - effective escalations and referrals - initiative and proactive improvements - creative service strategies.

Bonus Rating--Where the offeror has demonstrated an exceptional performance level in any of the above six subfactors, the contracting officer may give additional consideration for that factor. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance level of "excellent."

- 3. Past performance evaluation will be based on information obtained from the awards and references listed in the offeror's proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors, and key personnel records. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance will be considered. The contracting officer will give greater consideration to information about an offeror's past performance that the contracting officer considers either more reliable or more relevant to the effort required by this solicitation.
- 4. Evaluation of past performance may be quite subjective, based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement.
- 5. An offeror will be given an opportunity to discuss adverse past performance information, if the offeror has not had a previous opportunity to comment on the information. The contracting officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented. Prompt corrective action in an isolated instance might not outweigh an overall negative trend.
- 6. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably on past performance.

(C) Technical Evaluation Criteria: In accordance with the technical evaluation criteria, technical solutions that exceed any mandatory minimums will be given appropriate evaluation credit.

M. 3 Technical Evaluation Criteria

TECHNICAL EVALUATION CRITERIA

INVESTING IN INNOVATION (i3) Fiscal Year 2014 – 2016 Cohorts

A. Soundness of the Technical Proposal—40 Points

- The offeror’s proposal demonstrates a thorough understanding of the purpose and context of the requirement in its entirety, the major issues and objectives, and how they relate to each task.
- The offeror’s proposal demonstrates the quality of the activities proposed to accomplish each task, including the clarity, feasibility, soundness, and creativity of plans for carrying out each task, anticipated challenges in addressing the proposed research questions, and recommended solutions.

B. Technical Qualifications of Proposed Staff—40 Points

The project’s leadership team (Project Director, Co-Project Director, and/or Principal Investigator) possess (and the proposal provides demonstrated evidence of their qualifications in these areas):

- Evidence of successful work in leading and managing projects of a similar nature in terms of quality, problem resolution, cost control, timeliness, business relations, and customer service, including demonstrated ability to lead discussions and to adeptly respond to questions and criticisms
- Technical and practical knowledge of and experience in managing, designing, and conducting rigorous evaluations of the implementation and effectiveness of education interventions, including the successful completion of multiple large-scale randomized controlled trials and quasi-experimental studies in education, and What Works Clearinghouse reviewer certification
- Experience and skills in the use of analytic techniques, including meta-analysis, to summarize results across education evaluation studies clearly and accurately
- Experience and skills in providing technical assistance on the technical and logistical elements of conducting rigorous evaluations of education interventions (including randomized controlled trials and quasi-experimental studies), including the ability to clearly communicate with audiences of differing technical expertise
- Experience and skills working with numerous entities simultaneously to obtain cooperation and collect evaluation data quickly
- Substantive knowledge of programs, practices, and strategies, as well as measurement, in the wide range of education content and reform areas preschool through grade 12 covered by the i3 program
- An adequate proposed time commitment
- No conflicts of interest that would call into question the independence of the study

The proposed project team staff possess (and the proposal provides demonstrated evidence of project staff members qualifications in these areas):

- Experience, technical training, and other qualifications that are appropriate for the proposed task assignments
- What Works Clearinghouse reviewer certification for staff providing technical assistance and reviewing the strength of evaluations
- Technical and practical knowledge of and experience in managing, designing, and conducting rigorous evaluations of the implementation and effectiveness of education interventions, including the successful completion of multiple large-scale randomized controlled trials and quasi-experimental studies in education

- Experience and skills in the use of analytic techniques, including meta-analysis, to summarize results across education evaluation studies clearly and accurately
- Experience and skills in providing technical assistance on the technical and logistical elements of conducting rigorous evaluations of education interventions (including randomized controlled trials and quasi-experimental studies), including the ability to clearly communicate with audiences of differing technical expertise
- Experience and skills working with numerous entities simultaneously to obtain cooperation and collect evaluation data quickly
- Substantive knowledge of programs, practices, and strategies, as well as measurement, in the wide range of education content and reform areas preschool through grade 12 covered by the i3 program
- An adequate proposed time commitment
- No conflicts of interest that would call into question the independence of the study

C. Related Corporate Experience and Capacity— 15 Points

The offeror's proposal provides:

- Demonstrated evidence of prior successful corporate experience with projects of a similar nature, including experience and skill in the management, design and conduct of, as well as in providing technical assistance on, the conduct of rigorous randomized controlled trials and quasi-experimental evaluations (including how to meet What Works Clearinghouse evidence standards) and using analytic techniques to summarize information across education evaluation studies clearly and accurately (including meta-analysis).
- Demonstrated sufficient capacity in terms of numbers of highly skilled staff (see Technical Qualifications of Proposed Staff criteria) to: provide technical assistance to a large number of grantees' local evaluators (possibly over 100) simultaneously, analyze and report summary findings on these local evaluations, and maintain independence between staff providing technical assistance and staff conducting cross-site analysis and reporting of findings.
- Demonstrated lack of conflicts of interest that would call into question the independence of the study, including either having no staff who will serve as an i3 local evaluator or having sufficient capacity to and an acceptable plan for creating a firewall between any staff who will serve as an i3 local evaluator and the staff proposed to provide technical assistance to the i3 local evaluators and to analyze and report summary findings on the local evaluations.

D. Management of Tasks and Study Procedures—5 Points

The offeror's proposal provides:

- Procedures for performing tasks to meet contractual requirements in a cost-effective manner; procedures for controlling work performance, assigning responsibilities, promoting communication, resolving problems, coordinating work of sub-contractors and consultants, and ensuring work quality and timeliness.

E. Vendor Past Performance— 5 Points

- Past performance information is submitted that is relevant to the nature, scope and complexity of the work outlined in the PWS. Information received from CPARS and PPIRS, the contractor, and contractor-selected references is favorable, and does not contain any valid negative information.

F. Substantive Small Business Participation—10 Points

The Offeror's small business subcontracting plan proposes substantive work in a meaningful capacity to be subcontracted to small businesses capable of completing that work. A meaningful capacity for substantive work as described here includes work other than courier services, office supplies or travel services. A meaningful capacity is one which small businesses are performing work for which they are qualified, under a particular task that is integral to the successful completion of the respective task(s), and ultimately, to the requirement as a whole.

TOTAL TECHNICAL MERIT POINTS (A-F) = 115

I. Definitions and Process for Rating Scale

The adjectival rating scale for the technical evaluation criteria is defined below. The following **adjectival ratings** shall be applied for each evaluation factor in tandem with the numerical ratings:

Excellent – Exceeds the requirements in a way which yields significant benefits to the Government; weaknesses, if any, are of small impact and NO significant weaknesses or deficiencies are present.

Adequate – Meets all requirements; the proposal offers no significant benefits beyond the stated, yet NO significant weaknesses or deficiencies exist.

Fair – Fails to meet the minimum requirements or has one or more significant weaknesses or deficiencies. Deficiencies and/or significant weaknesses are correctable without major revisions to the proposal.

Poor – Fails to meet the minimum requirements; one or more deficiencies are noted for which correction would require a major revision or redirection of the proposal.

The following definitions shall be applied appropriately by Panel Members when evaluating a proposed solution and documenting technical evaluation findings:

Strength – An attribute in the proposal, which can be beneficial to the program or greatly increase the probability of successful contract performance.

Weakness – An attribute in the proposal that is a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness – An attribute in the proposal that is a flaw and appreciably increases the risk of unsuccessful contract performance.

Deficiency – A material failure of a proposal to meet a Government requirement, or a combination of significant weaknesses in a proposal, that increases the risk of unsuccessful contract performance at an unacceptable level.

Proposal Evaluators shall assign an overall Risk Level to each offerors proposal, as it corresponds to the documented strengths, weaknesses, significant weaknesses, and deficiencies noted in each proposal.

High Risk – The proposal contains risks that are considered to be likely to cause significant, serious disruptions in the schedule, increase in cost, and/or degradation in performance or quality; even with special attention from the contractor and close Government monitoring.

Moderate Risk – The proposal contains risks that may cause some disruption in the schedule, an increase in cost, and/or degradation in performance or quality but special attention from the contractor and close Government monitoring could possibly overcome the difficulties.

Low Risk – The proposal contains risks that have little potential for causing disruption in the schedule, an increase in cost, and/or degradation performance or quality; normal effort from the contractor and normal Government monitoring can probably overcome any difficulties.